

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) January 6, 1999

SUPERIOR ENERGY SERVICES, INC.  
(Exact name of registrant as specified in its charter)

Delaware 0-20310 75-2379388  
(State or other jurisdiction (Commission File Number) (IRS Employer  
of incorporation) Identification No.)

1105 Peters Road, Harvey, Louisiana 70058  
(Address of principal executive offices) (Zip Code)

(504) 362-4321  
(Registrant's telephone number, including area code)

1503 Engineers Road, Belle Chase, Louisiana 70037  
(Former name or former address, if changed since last report.)

ITEM 5. OTHER EVENTS

On January 6, 1999, Superior Energy Services, Inc. (the "Registrant"), terminated the definitive merger agreement with Parker Drilling Company and issued a press release. Copies of the Termination Agreement and Press Release are filed herewith as Exhibit 99.1 and 99.2, respectively.

ITEM 7. FINANCIAL STATEMENTS AND EXHIBITS.

(a) Exhibits.

99.1 Termination and Release Agreement dated January 6, 1999 by and among Superior Energy Services, Inc., Parker Drilling Company and Saints Acquisition Company.

99.2 Press release issued by the Registrant on January 7, 1999 announcing the termination of the merger agreement with Parker Drilling Company.

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: January 7, 1999



## TERMINATION AND RELEASE AGREEMENT

This Termination and Release Agreement (this "Agreement"), dated as of the 6th day of January 1999, is by and among Parker Drilling Company, a Delaware corporation ("Parker"), Saints Acquisition Company, a Delaware corporation and a wholly owned subsidiary of Parker ("Sub"), and Superior Energy Services, Inc., a Delaware corporation ("Superior").

## W I T N E S S E T H:

WHEREAS, Parker, Sub and Superior are parties to that certain Agreement and Plan of Merger dated as of October 28, 1998 and amended on November 25, 1998 (as amended, the "Merger Agreement") providing for, among other things, the merger of Sub with and into Superior (the "Merger"); and

WHEREAS, Parker, Sub and Superior mutually desire to terminate the Merger Agreement and to abandon the Merger.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereunder and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## 1. TERMINATION OF THE MERGER AGREEMENT.

(a) Pursuant to Section 7.1(a) of the Merger Agreement, the Merger Agreement is hereby terminated and declared void, the Merger is hereby abandoned, and notwithstanding anything to the contrary contained in the Merger Agreement (including Section 7.2 thereof), all rights and obligations of the parties thereunder shall cease.

(b) Except for that certain Confidentiality Agreement between Superior and Parker dated October 22, 1998, all agreements and understandings of any type, whether executed or unexecuted, among any of Parker, Sub, Superior and each of their respective affiliates related to the Merger Agreement and/or the Merger are hereby terminated and shall be of no further force or effect.

2. CONSIDERATION. For and in consideration of the termination of the Merger Agreement and the Merger, contemporaneously with the execution hereof Superior shall pay to Parker \$2,125,000, by wire transfer of immediately available funds to an account designated by Parker, to reimburse Parker for costs and expenses incurred by Parker and Sub in connection with or relating to this Agreement, the Merger Agreement or the transactions contemplated hereby and thereby, including, without limitation, the fees and disbursements of counsel, financial advisors and accountants. The parties acknowledge and agree that, except for the payment made pursuant to this Section 2, no party shall be obligated or responsible for any costs or expenses paid or incurred by any other party hereto.

3. RELEASE OF PARKER AND SUB. Except for the obligations arising under this Agreement, Superior hereby irrevocably and unconditionally releases, acquits and forever discharges Parker and Sub, and each of Parker's and Sub's owners, stockholders, predecessors, successors, assigns, agents, directors, officers, employees, representatives, attorneys, subsidiaries, affiliates and all persons acting by, through, under or in concert with any of them or all of them, from any and all actions or causes of action in law or in equity, charges, claims, complaints, costs, demands, damages, liabilities, liens, obligations, promises, agreements, controversies, suits, rights, losses, debts, interest and expenses (including attorney's fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, in any way arising out of or connected with the Merger, Merger Agreement or any agreements or understandings related thereto.

4. RELEASE OF SUPERIOR. Except for the obligations arising under this Agreement, Parker and Sub hereby irrevocably and unconditionally release, acquit and forever discharge Superior and each of Superior's owners, stockholders, predecessors, successors, assigns, agents, directors, officers, employees, representatives, attorneys, subsidiaries, affiliates and all persons acting by, through under or in concert with any of them or all of them, from any and all actions or causes of action in law or in equity, charges, claims, complaints, costs, demands, damages, liabilities, liens, obligations, promises, agreements, controversies, suits, rights, losses, debts, interest, and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, in any way arising out of or connected with the Merger, Merger Agreement or any agreements or understandings

related thereto.

5. FURTHER ASSURANCES. The parties hereto agree that they will cooperate with each other and will execute and deliver or cause to be delivered, all such other instruments, documents and/or certificates, and will take all such other actions, as a party may reasonably request from time to time to effectuate the provisions and purposes hereof. In the event of any third-party claims relating to the termination of the Merger or the matters covered herein, the parties hereto agree to cooperate with each other in the defense thereof.

6. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Delaware without giving effect to the principals of conflicts of law thereof.

7. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of Parker, Sub and Superior, and each of their respective successors and assigns and references in this Agreement to any of them shall be construed accordingly.

8. SEVERABILITY. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be declared null, void, or unenforceable, such provision shall survive to the extent it is not so declared, and all other provisions of this Agreement shall remain in full force and effect.

9. PUBLICITY. The parties hereto agree that Parker and Superior will issue press releases with respect to the matters covered herein and shall not make any public statements regarding the other party without the consent of such other party, other than as required by law.

10. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

11. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect thereto, including, without limitation, the Merger Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

PARKER DRILLING COMPANY

By: /S/JAMES J. DAVIS  
James J. Davis  
Senior Vice President and  
Chief Financial Officer

SAINTS ACQUISITION COMPANY

By: /S/JAMES J. DAVIS  
James J. Davis  
Vice President

SUPERIOR ENERGY SERVICES, INC.

By: /S/ROBERT S. TAYLOR  
Robert S. Taylor  
Chief Financial Officer

FOR IMMEDIATE RELEASE

FOR FURTHER INFORMATION CONTACT:

Parker Drilling: Ed Hendrix, Investor  
Relations 918-631-1273

Superior Energy Services: Terence Hall,  
CEO: Robert Taylor, CFO: Guy Cook,  
Investor Relations, 504-362-4321

PARKER DRILLING - SUPERIOR ENERGY SERVICES DEAL TERMINATED

(Harvey, La., January 7, 1999) Parker Drilling Company (NYSE: PKD) and Superior Energy Services, Inc. (NASDAQ:SESI), announced today that they have jointly agreed to terminate their merger agreement in which Parker was to acquire Superior in an exchange of stock.

In connection with such termination, Superior has agreed to make a cash payment to Parker in settlement of certain obligations under the merger agreement.

Superior provides oilfield tool rentals, well plug and abandonment services, and other specialized products and services to oil companies operating in the Gulf of Mexico and Gulf Coast regions. Superior is headquartered in Harvey, La.

Founded in 1934, Parker is an international provider of offshore and on-land drilling services and oil tool rentals.