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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): May 7, 2012**

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**SUPERIOR ENERGY SERVICES, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other  
jurisdiction)

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

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

**11000 Equity Dr., Suite 300, Houston, Texas**  
(Address of principal executive offices)

**77041**  
(Zip Code)

**(281) 999-0047**  
(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 7, 2012, 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 three 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) May 22, 2006 with respect to SESI’s 6 7/8% Senior Notes due 2014, (b) April 27, 2011 with respect to SESI’s 6.375% Senior Notes due 2019 and (c) 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 five 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, 4.2 and 4.3 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 May 7, 2012, 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 May 7, 2012, among Superior Energy Services, Inc., SESI, L.L.C., the guarantors identified therein and The Bank of New York Mellon Trust Company, N.A.
- 4.3 Supplemental Indenture, dated as of May 7, 2012, among Superior Energy Services, Inc., SESI, L.L.C., the guarantors identified therein and The Bank of New York Mellon Trust Company, N.A.

**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, 2012

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**EXHIBIT INDEX**

| Exhibit No. | Description  |
|-------------|--|
| 4.1         | Supplemental Indenture, dated as of May 7, 2012, among Superior Energy Services, Inc., SESI, L.L.C., the guarantors identified therein and The Bank of New York Mellon Trust Company, N.A. |
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| 4.3         | Supplemental Indenture, dated as of May 7, 2012, 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

SUPPLEMENTAL INDENTURE (this "Supplemental Indenture"), dated as of May 7, 2012, by and among CES Mid-Continent Hamm, LLC, a Delaware limited liability company, CES Rockies, Inc., a Delaware corporation, Complete Energy, LLC, a Delaware limited liability company, Stride Well Service Company, Inc., a Delaware corporation, and Turner Energy Services, LLC, a Delaware limited liability company (the "Guaranteeing Subsidiaries"), all of which are subsidiaries of SESI, L.L.C., a Delaware limited liability company (the "Company"), the Company, Superior Energy Services, Inc., a Delaware corporation, the other Guarantors (as defined in the Indenture referred to herein) and The Bank of New York Mellon Trust Company, N.A., as trustee under the Indenture referred to below (the "Trustee").

## WITNESSETH

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture (the "Indenture"), dated as of May 22, 2006 providing for the issuance of 6.875% Senior Notes due 2014 (the "Notes");

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

WHEREAS, pursuant to Sections 4.18 and 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 Guaranteeing Subsidiaries and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. AGREEMENT TO GUARANTEE. Each Guaranteeing Subsidiary hereby agrees, jointly and severally, to provide an unconditional Guarantee on the terms and subject to the conditions set forth in the Note Guarantee and in the Indenture, including, but not limited to, Article 10 thereof.

3. NO RECOURSE AGAINST OTHERS. No past, present or future director, officer, organizer, employee, manager, incorporator, stockholder, member or agent of each Guaranteeing Subsidiary, as such, shall have any liability for any obligations of the Company or any Guaranteeing Subsidiary under the Notes, any Note Guarantees, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such

obligations or their creation. Each Holder of the Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under the federal securities laws and it is the view of the SEC that such a waiver is against public policy.

4. NEW YORK LAW TO GOVERN. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUCT THIS SUPPLEMENTAL INDENTURE WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

5. COUNTERPARTS. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

6. EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not affect the construction hereof.

7. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiaries and the Company.

*[Signature pages follow.]*

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

CES MID-CONTINENT HAMM, LLC  
CES ROCKIES, INC.  
COMPLETE ENERGY, LLC  
STRIDE WELL SERVICE COMPANY, INC.  
TURNER ENERGY SERVICES, LLC

By: /s/ William B. Masters

\_\_\_\_\_  
Name: William B. Masters

Title: Authorized Representative

SESI, L.L.C.

By: SUPERIOR ENERGY SERVICES, INC.,  
its Managing Member

By: /s/ William B. Masters

\_\_\_\_\_  
Name: William B. Masters

Title: Executive Vice President  
and General Counsel

SUPERIOR ENERGY SERVICES, INC.

By: /s/ William B. Masters

\_\_\_\_\_  
Name: William B. Masters

Title: Executive Vice President  
and General Counsel

1105 PETERS ROAD, L.L.C.  
ADVANCED OILWELL SERVICES, INC.  
A&W WATER SERVICE, INC.  
AWS, INC.  
BLOWOUT TOOLS, INC.  
CONCENTRIC PIPE AND TOOL RENTALS, L.L.C.  
CONNECTION TECHNOLOGY, L.L.C.  
CSI TECHNOLOGIES, LLC  
DRILLING LOGISTICS, L.L.C.  
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.  
NON-MAGNETIC RENTAL TOOLS, L.L.C.  
PRODUCTION MANAGEMENT INDUSTRIES, L.L.C.  
PUMPCO ENERGY SERVICES, INC.  
RISING STAR SERVICES, L.P.  
SEMO, L.L.C.  
SEMSE, L.L.C.  
SPN FAIRWAY ACQUISITION, INC.  
STABIL DRILL SPECIALTIES, L.L.C.  
SUB-SURFACE TOOLS, L.L.C.  
SUPERIOR HOLDING, INC.  
SUPERIOR ENERGY SERVICES, L.L.C.  
SUPERIOR ENERGY SERVICES COLOMBIA, L.L.C.  
SUPERIOR INSPECTION SERVICES, L.L.C.  
TEXAS CES, INC  
WARRIOR ENERGY SERVICES CORPORATION  
WILD WELL CONTROL, INC.  
WORKSTRINGS INTERNATIONAL, L.L.C.

By: /s/ William B. Masters  
Name: William B. Masters  
Title: Authorized Representative



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

By: /s/ Craig Kaye

Name: Craig Kaye

Title: Vice President

**SUPPLEMENTAL INDENTURE**

This Supplemental Indenture is entered into as of May 7, 2012 (this "Supplemental Indenture"), by and among CES Mid-Continent Hamm, LLC, a Delaware limited liability company, CES Rockies, Inc., a Delaware corporation, Complete Energy, LLC, a Delaware limited liability company, Stride Well Service Company, Inc., a Delaware corporation, and Turner Energy Services, LLC, a Delaware limited liability company (the "New Guarantors"), all of which are subsidiaries of SESI, L.L.C., a Delaware limited liability company (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.

**WITNESSETH:**

WHEREAS, Superior Energy, 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.

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.

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.

CES MID-CONTINENT HAMM, LLC  
CES ROCKIES, INC.  
COMPLETE ENERGY, LLC  
STRIDE WELL SERVICE COMPANY, INC.  
TURNER ENERGY SERVICES, LLC

By: /s/ William B. Masters

Name: William B. Masters  
Title: Authorized Representative

Address: 601 Poydras Street, Suite 2400  
New Orleans, Louisiana 70130

SESI, L.L.C.

By: Superior Energy Services, Inc.,  
its managing member

By: /s/ William B. Masters

Name: William B. Masters  
Title: Executive Vice President  
and General Counsel

SUPERIOR ENERGY SERVICES, INC.

By: /s/ William B. Masters

Name: William B. Masters  
Title: Executive Vice President  
and General Counsel

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INTEGRATED PRODUCTION SERVICES, INC.  
INTERNATIONAL SNUBBING SERVICES, L.L.C. LEED  
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MONUMENT WELL SERVICE CO.  
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TEXAS CES, INC  
WARRIOR ENERGY SERVICES CORPORATION WILD  
WELL CONTROL, INC.  
WORKSTRINGS INTERNATIONAL, L.L.C.

By: /s/ William B. Masters  
Name: William B. Masters  
Title: Authorized Representative

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

By: /s/ Craig Kaye

Name: Craig Kaye

Title: Vice President

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W I T N E S S E T H:

WHEREAS, Superior Energy, 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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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.

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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.

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.

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.

CES MID-CONTINENT HAMM, LLC  
CES ROCKIES, INC.  
COMPLETE ENERGY, LLC  
STRIDE WELL SERVICE COMPANY, INC.  
TURNER ENERGY SERVICES, LLC

By: /s/ William B. Masters

Name: William B. Masters

Title: Authorized Representative

Address: 601 Poydras Street, Suite 2400  
New Orleans, Louisiana 70130

SESI, L.L.C.

By: Superior Energy Services, Inc.,  
its managing member

By: /s/ William B. Masters

Name: William B. Masters

Title: Executive Vice President  
and General Counsel

SUPERIOR ENERGY SERVICES, INC.

By: /s/ William B. Masters

Name: William B. Masters

Title: Executive Vice President  
and General Counsel

1105 PETERS ROAD, L.L.C.  
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TEXAS CES, INC  
WARRIOR ENERGY SERVICES CORPORATION  
WILD WELL CONTROL, INC.  
WORKSTRINGS INTERNATIONAL, L.L.C.

By: /s/ William B. Masters  
Name: William B. Masters  
Title: Authorized Representative

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

By: /s/ Craig Kaye

Name: Craig Kaye

Title: Vice President