



David D. Dunlap
President, Chief Executive Officer

January 28, 2016

L. Guy Cook
2109 Briarglen Drive
Houston, TX 77027

Re: Resignation

Dear Guy:



I want to thank you for your 19 years of dedicated service and significant accomplishments on behalf of Superior Energy Services, Inc. This letter agreement (this "Agreement") sets forth the terms and conditions of your resignation from Superior Energy Services, Inc. and its subsidiaries and affiliates (collectively, the "Company"). If you accept and sign this Agreement, the following terms and conditions will apply.

1. Resignation. We acknowledge you have resigned from your position as an Executive Vice President of the Company, and from all other positions you hold as an officer or director of the Company, effective as of January 31, 2016 (the "Separation Date"). No further action is or will be required for your resignation from such positions to become effective. For purposes of your Employment Agreement (the "Employment Agreement") dated as of December 12, 2012, your resignation will be deemed a termination by the Company pursuant to Section 5(a)(iv) thereto (*i.e.*, termination without cause). Due to your years of loyal and dedicated service, we will waive the requirement of your Employment Agreement that you execute the release attached as Appendix B.

2. Payments Following Separation. In addition to the payment to you of all accrued but unpaid salary, unreimbursed business expenses and earned but unused vacation through the Separation Date, the Company will make a \$1,500,000 severance payment to you, which is \$52,688 in excess of the amounts payable to you under Sections 6(c)(i) and (iii) of your Employment Agreement. The severance payment will be paid in a lump sum within 10 days after the date of this Agreement. The Company will also pay you (i) the bonus under the Company's annual incentive plan approved by the Compensation Committee on January 12, 2016, (ii) payout under your performance share units for the three year period ended December 31, 2015 and (iii) payout under the 2014 and 2015 strategic performance share units, in each case at the same time payments are made to the Company's other executive officers. Any payments provided under this Agreement will be subject to required income tax withholding or other applicable deductions, and you are responsible for the payment of all taxes due because of the payments hereunder. You acknowledge and agree that the payments described in this Section 2 are in lieu of the payments and benefits to which you pay be otherwise entitled under Section 6(c) of your Employment Agreement.

3. Long-Term Incentive Awards. Your outstanding vested and unvested stock options, restricted stock units, strategic performance share units and performance share units (collectively, the "LTI Awards") are set forth on Exhibit A hereto. As specified on Exhibit A, effective as of the Separation Date all of your unvested LTI Awards (other than the 2016 LTI Awards) will be fully vested and the stock options shall

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be fully-exercisable by you for the remainder of their respective ten-year terms, subject, in all cases, to your compliance with the limited covenant not to compete provided in Section 5 of this Agreement, notwithstanding the termination of your employment or contrary terms in the award agreements evidencing the LTI Awards. Your 2016 LTI Awards that were approved by the Compensation Committee on January 12, 2016 shall not be vested on the Separation Date or otherwise varied or amended.

4. Welfare Continuation Benefit, SERP. The Company will provide you with the Welfare Continuation Benefit (as defined in your Employment Agreement) for the two-year period following the Separation Date. The Company will also payout your vested account balance in the Company's Supplemental Executive Retirement Plan in accordance with the terms of that benefit plan.

5. Confidentiality and Non-Competition Covenants. In consideration of the Company providing you with the substantially enhanced severance benefit provided by this Agreement, you acknowledge and agree that the confidentiality and non-competition covenants set forth in Section 7 of your Employment Agreement will remain in full force and effect in accordance with their terms and, specifically, that the limited covenant not to compete set forth in Section 7(c) will be binding upon you for a one-year period following the Separation Date, notwithstanding that your termination shall otherwise be treated as not for Cause (as defined in your Employment Agreement). The Company agrees that your employment by or involvement with a private equity sponsor that invests in oilfield services businesses will not violate the terms of this limited covenant not to compete.

6. Future Cooperation. After the Separation Date, you will reasonably cooperate with and assist the Company in its prosecution or defense of any litigation, claims, and Company or governmental investigations or audits if you have relevant information or may be a witness. The Company will reimburse you for the reasonable expenses you incur due to such cooperation and assistance.

7. Entire Agreement. The parties hereto agree that this Agreement contains the entire agreement and understanding of the parties with respect to your resignation from the Company and that there are no promises or terms of the agreement between the parties other than those expressly written in this Agreement.

8. Assignment. This Agreement is personal to you and is not assignable by you. The Company may assign its rights hereunder to (a) any other corporation resulting from any merger, consolidation or other reorganization to which the Company is a party; (b) any other corporation, partnership, association or other Person to which the Company may transfer all or substantially all of the assets and business of the Company existing at such time; or (c) any subsidiary, parent or other affiliate of the Company.

9. Dispute Resolution. If any dispute arises out of or is related to this Agreement, the Company and you hereby agree to resolve such dispute pursuant to the provisions of Section 9 of your Employment Agreement.

10. Controlling Law; Venue. This Agreement shall be construed and enforced in accordance with and governed by the internal laws of the State of Texas, without regard to its conflicts of laws principles, except as expressly provided in Section 7(g) of your Employment Agreement with respect to resolving disputes under, or the Company's enforcement of, Section 7 of your Employment Agreement.

11. Counterparts. This Agreement may be executed in one or more counterparts, which shall, collectively and separately, constitute one agreement. In addition, delivery of an executed signature page of this Agreement by facsimile or electronic transmission (e.g., "pdf") shall be effective as delivery of a manually

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executed counterpart hereof.

Guy, if you agree with the terms and conditions set forth above, please sign two copies of this Agreement in the space provided below and return one signed original to me for our files. Please maintain the second copy for your own records.

Sincerely,

SUPERIOR ENERGY SERVICES, INC.

By: _____


David Dunlap
President and Chief Executive Officer

I have read, and understand, and voluntarily agree to enter into, the Agreement set forth above.

L. Guy Cook

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Sincerely,

SUPERIOR ENERGY SERVICES, INC.

By: _____
David Dunlap
President and Chief Executive Officer

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L. Guy Cook

Exhibit "A"
Long-Term Incentive Awards

Non-Qualified Stock Options

<u>Date of Grant</u>	<u>Number of Options Granted</u>	<u>Number of Vested Options as of January 28, 2016</u>	<u>Number of Vested Options following the Separation Date</u>
02/03/06	11,800	11,800	11,800
12/14/06	7,271	7,271	7,271
12/06/07	9,153	9,153	9,153
12/04/08	22,704	22,704	22,704
12/10/09	15,245	15,245	15,245
04/01/10	40,725	40,725	40,725
12/10/10	10,058	10,058	10,058
12/08/11	11,156	11,156	11,156
02/10/12	2,282	2,282	2,282
01/15/13	21,322	21,322	21,322
01/15/14	37,635	25,090	37,635
01/15/15	41,850	13,950	41,850
01/15/16	144,910	0	0

Restricted Stock Units ("RSUs")

<u>Date of Grant</u>	<u>Number of Unvested RSUs as of January 28, 2016</u>	<u>Number of RSUs to be Vested following the Separation Date</u>
01/15/14	3,351	3,351
01/15/15	10,096	10,096

Performance Share Units ("PSUs")/Strategic Performance Shares ("PSUs")

<u>Date of Grant</u>	<u>Number Granted</u>	<u>Number Unvested as of January 28, 2016</u>	<u>Number Vested following the Separation Date</u>
01/15/13*	3,829	0	3,829
01/15/14*	5,231	5,231	5,231
01/15/15*	5,231	5,231	5,231
01/15/16*	5,231	5,231	0
02/12/14**	6,810	0	6,810
03/01/15**	7,793	7,793	7,793

*PSUs

**Strategic Performance Shares with a variable payout of up to 150% of the number of performance shares granted.

Superior Energy Services, Inc.

Summary of Separation Terms

This Summary of Separation Terms outlines the terms of separation being provided to the Executive in connection with the termination of his employment with Superior Energy Services, Inc. (the "Company"):

Effective Date

The Executive's employment with the Company will end on January 31, 2015 or such later date as may be agreed to with the Chief Executive Officer.

Treatment

The Executive will be entitled to choose whether his separation will be treated within the Company as a resignation or retirement. Regardless of how effected, the Company will treat the Executive's separation from employment as a termination without cause and, except as provided herein, the Executive will be entitled to all rights, benefits and obligations owed to the Executive pursuant to the termination without cause provisions of the Employment Agreement (the "Employment Agreement") dated December 12, 2012 between the Executive and the Company, as well as under applicable law, Company policy and plan document.

Separation Payment

Under the terms of the Employment Agreement, the Executive is entitled to a cash payment of \$1,447,312 (2X base/target bonus+ pro-rated '16 target bonus). The cash payment will be rounded to \$1,500,000.00. The Executive will be entitled to choose whether to receive the payment in a lump sum or installments.

Strategic PSUs/2015 Bonus

The Executive will receive (i) the shares of Common Stock issued pursuant to the 2014 and 2015 Strategic Performance Share Units (ii) the bonus approved by the Compensation Committee at its meeting on January 12, 2016 and (iii) payout under the 2013 performance share units ("PSUs"), notwithstanding Executive's separation prior to respective payment dates.

Other LTI Awards; SERP

The Executive will, subject to compliance with the non-compete, be vested at separation in his remaining unvested options, restricted stock units and PSUs (including 100% of the PSUs and not just a pro-rated amount) awarded prior to December 31, 2015. The Executive will also be entitled to the payout of his account balance in the supplemental executive retirement plan in accordance with the terms of the plan.

Non-Compete

In consideration of the enhanced separation benefit the Executive will receive, the Executive will agree to a one-year non-competition covenant on substantially the same terms as provided for in the Employment Agreement.