

KEY ENERGY SERVICES INC  
Form 8-K  
January 28, 2005

# SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

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## 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 28, 2005 (January 24, 2005)**

## KEY ENERGY SERVICES, INC.

(Exact Name of Registrant as Specified in Charter)

**Maryland**  
(State or Other Jurisdiction  
of Incorporation)

**1-8038**  
(Commission  
File Number)

**04-2648081**  
(IRS Employer  
Identification No.)

**6 Desta Drive**  
**Midland, Texas 79705**  
(Address and Zip Code of Principal Executive Offices)

**432/620-0300**  
(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 obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  
  - o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  
  - o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  
  - o 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**

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

Effective January 24, 2005, Key Energy Services, Inc. (the Company) entered into an employment agreement with Newton W. Wilson, III (the Agreement) pursuant to which Mr. Wilson will serve as the Company's Senior Vice President and General Counsel. The Agreement is for a three-year term and thereafter for successive one-year terms unless terminated at least ninety (90) days prior to the commencement of an extension term. The Agreement provides for an annual salary of \$350,000, which can be increased but not decreased. Mr. Wilson is eligible for additional annual incentive bonus of up to 100% of his base salary and is guaranteed an additional bonus of \$100,000 on each anniversary date of the initial three-year term of his agreement; provided that Mr. Wilson is employed by the Company on such date. In addition, Mr. Wilson shall receive a relocation bonus in the amount of \$171,000 in cash upon his relocation to Houston, Texas. Mr. Wilson shall also receive comprehensive medical and dental plans available to the Company's senior management pursuant to which all medical and dental expenses incurred by him, his spouse and his children will be reimbursed by the Company, through insurance or, in the absence of insurance, directly by the Company, so that Mr. Wilson has no out-of-pocket cost with respect to such expenses.

If, during the term of his employment agreement, Mr. Wilson is terminated by the Company for any reason other than for Cause, or if he terminates his employment for Good Reason or following a Change in Control (as defined in the Agreement) of the Company, he will be entitled to (i) severance compensation equal to two (2) times his annual base compensation in effect at the time of termination payable in equal installments over a 24-month period following termination, and (ii) medical benefits for a two (2) year period post termination. The foregoing severance amount shall be reduced to one (1) times his base salary if the termination is a result of non-renewal by the Company of his employment after the initial three-year term. In addition, if termination results from a Change in Control of the Company, severance compensation will be increased to three (3) times his annual salary and will be payable in a lump sum on the date of termination. Also, if Mr. Wilson is subject to the tax imposed by Section 4999 of the Internal Revenue Code, the Company has agreed to reimburse him for such tax on an after-tax basis; however, Mr. Wilson has agreed to a reduction of up to 10% of the value he would receive if that would avoid the imposition of such tax, but he will be grossed-up for the excise tax if that amount of reduction would not be sufficient.

The Agreement provides for a non-compete and non-solicitation of employees and clients for the applicable severance period or twelve (12) months when no severance is owed.

The foregoing description of the Agreement does not purport to be complete and is qualified in its entirety by reference to the Agreement, which is attached as Exhibit 10.1 hereto, and is incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits**

(c) Exhibits.

10.1

Newton W. Wilson, III Employment Agreement dated as of January 24, 2005 between  
Newton W. Wilson, III and Key Energy Services, Inc.

**SIGNATURE**

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.

KEY ENERGY SERVICES, INC.

Date: January 28, 2005

By: /s/ Richard J. Alario  
Richard J. Alario  
Chairman and Chief Executive Officer

**Exhibit Index**

| <b>Exhibit No.</b> | <b>Description</b>  |
|--------------------|---|
| 10.1               | Newton W. Wilson, III Employment Agreement dated as of January 24, 2005 between Newton W. Wilson, III and Key Energy Services, Inc. |