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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): January 22, 2020**

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

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

**001-38066**  
(Commission  
File Number)

**81-4561945**  
(IRS Employer  
Identification No.)

**1233 West Loop South, Suite 1400**  
**Houston, TX 77027**  
(Address of Principal Executive Offices)

**(713) 235-9500**  
(Registrant's Telephone Number, Including Area Code)

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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:

- 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))

**Securities registered pursuant to Section 12(b) of the Act:**

Title of each class	Ticker symbol(s)	Name of each exchange on which registered
Class A common stock, \$0.01 par value	WTTR	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**Item 5.02**      **Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On January 22, 2020, the Compensation Committee of the Board of Directors of Select Energy Services, Inc. (the “Company”) approved a global amendment (the “PSU Amendment”) to the award agreements governing the Company’s performance share units granted in 2018 and 2019 pursuant to the Select Energy Services, Inc. 2016 Equity Incentive Plan. The PSU Amendment corrects an inconsistency in the treatment of certain financial metrics impacting the numerator and the denominator used in calculating the Company’s performance metric that is applicable to the performance share units granted in 2018 and 2019.

A copy of the PSU Amendment is attached hereto as Exhibit 10.1 and is incorporated herein by reference. The foregoing summary is qualified in its entirety by the complete terms and conditions of the PSU Amendment.

**Item 9.01**      **Financial Statements and Exhibits.**

(d) Exhibits.

<b>Exhibit No.</b>	<b>Description</b>
<a href="#"><u>10.1</u></a>	<a href="#"><u>Global Amendment to Performance Share Unit Grant Notices and Agreements</u></a>
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)

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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.

Dated: January 24, 2020

**SELECT ENERGY SERVICES, INC.**

By: /s/ Adam R. Law

Adam R. Law

Senior Vice President, General Counsel & Corporate Secretary

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SELECT ENERGY SERVICES, INC.  
2016 EQUITY INCENTIVE PLAN

GLOBAL AMENDMENT TO  
PERFORMANCE SHARE UNIT GRANT NOTICES AND AGREEMENTS

This Global Amendment to Performance Share Unit Grant Notices and Agreements (this “*Amendment*”) is hereby adopted by Select Energy Services, Inc., a Delaware corporation (the “*Company*”), as of January 22, 2020 (the “*Effective Date*”). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Select Energy Services, Inc. 2016 Equity Incentive Plan (as amended, the “*Plan*”).

**WHEREAS**, during 2018 and 2019, the Company has previously granted performance share units under the Plan to Participants pursuant to the terms and conditions of Performance Share Unit Grant Notices and Performance Share Unit Agreements between the Company and such Participants (collectively, the “*Outstanding Award Agreements*”);

**WHEREAS**, pursuant to the Plan and the Outstanding Award Agreements, the terms and conditions of the Outstanding Award Agreements may be amended without the consent of any Participant, provided that such amendment does not materially reduce the rights of any Participant who holds an Award subject to such amendment; and

**WHEREAS**, the Company desires to amend each Outstanding Award Agreement to clarify the terms of the Performance Goal (as defined in the Outstanding Award Agreements) as set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing, effective as of the Effective Date, the Outstanding Award Agreements are hereby amended as follows:

1. The definition of “Adjusted Net Income” is hereby deleted in its entirety and replaced with the following:

“(ii) “*Adjusted Net Income*” means the product obtained by multiplying:

(A) the difference obtained from:

(i) “EBITDA”, as calculated in accordance with that certain Credit Agreement dated as of November 1, 2017, among the Company, SES Holdings, LLC, Wells Fargo Bank, National Association, JPMorgan Chase Bank, N.A., and the lenders party thereto (the “*Credit Agreement*”); provided, however, that the adjustments set forth in such definition in the Credit Agreement shall exclude certain items, including (x) any net non-cash gain or loss during such period arising from the sale, exchange, retirement or other disposition of capital assets (such term to include all fixed assets and all securities) in the ordinary course of business, and (y) any write-up or write-down of tangible assets, *less*

(ii) the sum of:

(a) interest expense, *plus*

(b) depreciation expense,

*by*

(B) 0.79; and”

2. Exhibit B to the Outstanding Award Agreements and all cross references thereto shall be deleted in their entirety

3. Except as expressly amended hereby, the Outstanding Award Agreements shall remain in full force and effect and are specifically ratified and reaffirmed.

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