

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

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In re: : Chapter 11  
: :  
SUPERIOR ENERGY SERVICES, INC., *et al.*,<sup>1</sup> : Case No. 20-35812 (DRJ)  
: :  
Debtors. : (Jointly Administered)  
: :  
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DEBTORS' WITNESS AND EXHIBIT  
LIST FOR HEARING ON DECEMBER 8, 2020

The above-captioned debtors and debtors-in-possession (collectively, the "**Debtors**") file this Witness and Exhibit List for the hearing to be held on **December 8, 2020, at 1:00 p.m. (prevailing Central Time)** (the "**Hearing**").

WITNESSES

The Debtors may call any of the following witnesses at the Hearing:

1. Westervelt T. Ballard, Jr., Chief Financial Officer of the Debtors;
2. Ryan Omohundro, Alvarez & Marsal North America, LLC;
3. Robert Jordan, Kurtzman Carson Consultants LLC;
4. Peter Walsh, Kurtzman Carson Consultants LLC;
5. Any witness listed by any other party; and
6. Rebuttal witnesses as necessary.

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Superior Energy Services, Inc. (9388), SESI, L.L.C. (4124), Superior Energy Services-North America Services, Inc. (5131), Complete Energy Services, Inc. (9295), Warrior Energy Services Corporation (9424), SPN Well Services, Inc. (2682), Pumpco Energy Services, Inc. (7310), 1105 Peters Road, L.L.C. (4198), Connection Technology, L.L.C. (4128), CSI Technologies, LLC (6936), H.B. Rentals, L.C. (7291), International Snubbing Services, L.L.C. (4134), Stabil Drill Specialties, L.L.C. (4138), Superior Energy Services, L.L.C. (4196), Superior Inspection Services, L.L.C. (4991), Wild Well Control, Inc. (3477), and Workstrings International, L.L.C. (0390). The Debtors' address is 1001 Louisiana Street, Suite 2900, Houston, Texas 77002.



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**EXHIBITS**

The Debtors may offer into evidence any one or more of the following exhibits at the Hearing:

Ex. #	Description	Offered	Objection	Admitted	Disposition
1.	Declaration of Westervelt T. Ballard, Jr., Chief Financial Officer of the Debtors, in Support of Chapter 11 Petitions and First Day Pleadings (“ <b><u>First Day Declaration</u></b> ”) [Docket No. 8], including: - Ex. A - Corporate Organizational Chart; and - Ex. B - Restructuring Support Agreement				
2.	Declaration of Ryan Omohundro in Support of Debtors’ Emergency Motion for Entry of Orders (I) Authorizing the Debtors to obtain Postpetition Financing, (II) Authorizing the Debtors to use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection to Prepetition ABL Secured Parties, (V) Modifying Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief (“ <b><u>Omohundro Declaration</u></b> ”) [Docket No. 7]				
3.	DIP Agreement [Docket No. 5-3, Ex. A]				
4.	Budget [Docket No. 5-3, Schedule 1]				
5.	Prepetition Trade Claims of Prepetition Trade Creditors [Docket No. 15, Ex. A]				
6.	Utility Company List [Docket No. 10, Ex. A]				
7.	Insurance Policy Schedule [Docket No. 13, Ex. A]				
8.	Surety Bonds [Docket No. 13, Ex. B]				
9.	List of Taxing Authorities [Docket No. 9, Ex. A]				



Ex. #	Description	Offered	Objection	Admitted	Disposition
10.	Declaration of Robert Jordan in Support of Debtors' Emergency Application for Entry of an Order Authorizing Employment and Retention of Kurtzman Carson Consultants LLC as Claims, Noticing, and Solicitation Agent Effective as of the Petition Date [Docket No. 14, Ex. A]				
11.	Kurtzman Carson Consultants LLC Services Agreement [Docket No. 14, Ex. B]				
12.	Diagram of Cash Management System [Docket No. 17, Ex. A]				
13.	Schedule of Bank Accounts [Docket No. 17, Ex. B]				
14.	Disclosure Statement for the Joint Prepackaged Plan of Reorganization for Superior Energy Services, Inc. and its Affiliate Debtors under Chapter 11 of the Bankruptcy Code [Docket No. 12]				
15.	Joint Prepackaged Plan of Reorganization for Superior Energy Services, Inc. and its Affiliate Debtors under Chapter 11 of the Bankruptcy Code [Docket No. 11]				
16.	Certificate of Service re: Prepetition Solicitation [Docket No. 42]				
17.	Supplemental Declaration of Robert Jordan in Support of Debtors' Application for Order Appointing Kurtzman Carson Consultants as Claims, Noticing, and Solicitation Agent Effective as of the Petition Date [Docket No. 47]				
18.	Certificate of Service re: First Day Motions [Docket No. 52]				
	Any document or pleading filed in the above-captioned cases				
	Any exhibit introduced by any other party				
	Rebuttal exhibits as necessary				

The Debtors reserve their right to amend or supplement this Witness and Exhibit List as necessary in advance of the Hearing.

Signed: December 8, 2020  
Houston, Texas

Respectfully Submitted,

/s/ Timothy A. ("Tad") Davidson II  
Timothy A. ("Tad") Davidson II (TX Bar No. 24012503)  
Ashley L. Harper (TX Bar No. 24065272)  
Philip M. Guffy (TX Bar No. 24113705)  
**HUNTON ANDREWS KURTH LLP**  
600 Travis Street, Suite 4200  
Houston, Texas 77002  
Tel: 713-220-4200  
Fax: 713-220-4285  
Email: taddavidson@HuntonAK.com  
ashleyharper@HuntonAK.com  
pguffy@HuntonAK.com

-and-

George A. Davis (*pro hac vice* admission pending)  
Keith A. Simon (*pro hac vice* admission pending)  
George Klidonas (*pro hac vice* admission pending)  
**LATHAM & WATKINS LLP**  
885 Third Avenue  
New York, New York 10022  
Tel: 212-906-1200  
Fax: 212-751-4864  
Email: george.davis@lw.com  
keith.simon@lw.com  
george.klidonas@lw.com

*Proposed Counsel for the Debtors and  
Debtors-in-Possession*

**CERTIFICATE OF SERVICE**

I certify that on December 8, 2020, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas on those parties registered to receive electronic notices.

/s/ Timothy A. ("Tad") Davidson II

Timothy A. ("Tad") Davidson II

**Exhibit 1**

**First Day Declaration**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

	X	
In re:	:	Chapter 11
	:	
SUPERIOR ENERGY SERVICES, INC., <i>et al.</i> , <sup>1</sup>	:	Case No. 20-35812 (DRJ)
	:	
Debtors.	:	(Joint Administration Requested)
	:	
	X	

**DECLARATION OF WESTERVELT T. BALLARD, JR.,  
CHIEF FINANCIAL OFFICER OF THE DEBTORS,  
IN SUPPORT OF CHAPTER 11 PETITIONS AND FIRST DAY PLEADINGS**

Pursuant to 28 U.S.C. § 1764, Westervelt T. Ballard, Jr. declares as follows under the penalty of perjury:

1. I submit this declaration on behalf of each of the debtors and debtors-in-possession in the above-captioned cases (collectively, the “**Debtors**”). I am the Chief Financial Officer (“**CFO**”) of Superior Energy Services, Inc. and SESI, L.L.C., and also serve in other roles, including Executive Vice President and Treasurer. I have served as the CFO of Superior Energy Services, Inc. and SESI, L.L.C. since March 1, 2018, and before that I served as Executive Vice President with leadership responsibilities in connection with the Debtors’ global premium tubulars, completion tools, and international well services businesses. Prior to that, I served as Vice President of Corporate Development after joining the Debtors in 2007. I am authorized to submit this declaration (the “**First Day Declaration**”) on behalf of the Debtors in the above-captioned

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Superior Energy Services, Inc. (9388), SESI, L.L.C. (4124), Superior Energy Services-North America Services, Inc. (5131), Complete Energy Services, Inc. (9295), Warrior Energy Services Corporation (9424), SPN Well Services, Inc. (2682), Pumpco Energy Services, Inc. (7310), 1105 Peters Road, L.L.C. (4198), Connection Technology, L.L.C. (4128), CSI Technologies, L.L.C. (6936), H.B. Rentals, L.C. (7291), International Snubbing Services, L.L.C. (4134), Stabil Drill Specialties, L.L.C. (4138), Superior Energy Services, L.L.C. (4196), Superior Inspection Services, L.L.C. (4991), Wild Well Control, Inc. (3477), and Workstrings International, L.L.C. (0390). The Debtors’ address is 1001 Louisiana Street, Suite 2900, Houston, Texas 77002.



chapter 11 cases (collectively, the “**Chapter 11 Cases**”). On December 7, 2020 (the “**Petition Date**”), the Debtors filed voluntary petitions for relief in the United States Bankruptcy Court for the Southern District of Texas (the “**Court**”). The Debtors will continue to operate their businesses and manage their properties as debtors in possession.

2. As CFO, I am responsible for managing the Debtors’ finances, including financial planning, financial risk-management, record-keeping, and financial reporting. As a result of my tenure with the Debtors, my review of public and non-public documents, and my discussions with other members of the Debtors’ management team, I am generally familiar with the Debtors’ businesses, financial condition, policies and procedures, day-to-day operations, and books and records. Except as otherwise noted, I have personal knowledge of the matters set forth herein or have gained knowledge of such matters from the Debtors’ management or retained advisers in the ordinary course of my responsibilities. References to the Bankruptcy Code (as hereafter defined), the chapter 11 process, and related legal matters are based on my understanding of such matters in reliance on the explanation provided by, and on the advice of, counsel. If called upon to testify, I would testify competently to the facts set forth in this First Day Declaration.

3. I submit this First Day Declaration on behalf of the Debtors in support of their (a) voluntary petitions for relief that were filed under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) and (b) “first-day” pleadings, which are being filed concurrently herewith (collectively, the “**First Day Pleadings**”).<sup>2</sup> The Debtors seek the relief set forth in the First Day Pleadings to minimize the adverse effects of the commencement of the Chapter 11 Cases on their businesses. I have reviewed the Debtors’ petitions and the First Day Pleadings, or have

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<sup>2</sup> Unless defined herein, all capitalized terms shall have the meanings ascribed to them in the applicable First Day Pleadings.

otherwise had their contents explained to me, and it is my belief that the relief sought therein is essential to ensure the uninterrupted operation of the Debtors' businesses and to successfully maximize the value of the Debtors' estates.

4. **Part I** of this First Day Declaration provides an overview of the Debtors' proposed restructuring. **Part II** provides an overview of the Debtors' business, corporate and capital structure. **Part III** provides for a discussion of the events leading up to the Debtors' chapter 11 filings. **Part IV** summarizes the key terms of the proposed restructuring and the proposed timeline for the Chapter 11 Cases. **Part V** sets forth the relevant facts in support of the First Day Pleadings.

## **PART I**

### **OVERVIEW OF THE PROPOSED RESTRUCTURING**

5. The Debtors and their indirect subsidiaries are oilfield services providers headquartered in Houston, Texas, with operations spanning Africa, the Asia Pacific region, Europe, the Middle East, North America, and Latin America. The Debtors' businesses serve the drilling, completion, and production-related needs of oil and gas companies through a diversified portfolio of specialized oilfield services and equipment that are used throughout the economic life cycle of oil and gas wells. In particular, the Debtors manufacture, rent, and sell specialized equipment and tools for use with well drilling, completion, production, and workover activities, and offer fluid handling and well servicing rigs. The Debtors also provide coiled tubing services, electric line, slickline, and pressure control tools and services, as well as snubbing and hydraulic workover services.

6. As described more fully herein, the Debtors' capital structure consists of approximately \$1.30 billion of funded debt in the form of unsecured notes, each guaranteed by each of the Debtors. This capital structure was primarily established as a result of the Company's

involvement in a large, strategic merger in 2012. The Debtors also have access to an asset-based revolving facility that, while undrawn as of the Petition Date, supports approximately \$47.4 million in outstanding letters of credit.

7. Beginning in early 2015, business conditions in the oil & gas industry began to significantly deteriorate, which has negatively impacted the Debtors' capital structure. Despite numerous successful operational and strategic initiatives in recent years, resulting in increased cash balances and a more streamlined, efficient, and resilient operating model, the Debtors' cash flow profile has remained constrained by substantial fixed debt service. To address this and to continue to enhance stakeholder value, in December 2019, the Company announced its intention to combine its NAM Business (as defined below) with Forbes (as defined below), and simultaneously refinance their \$800 million 7.125% 2021 senior notes. However, due to the global COVID-19 pandemic, the Company had to discontinue its planned NAM Combination (as defined below) with Forbes and corresponding senior notes restructuring, resulting in the Debtors' lack of confidence in its ability to meet certain future debt obligations. Under current conditions, the Debtors have no reasonable prospects of being able to fully repay their debt obligations.

8. In June 2020, the Debtors and their advisors acted swiftly to develop a comprehensive restructuring solution. Shortly thereafter, the Debtors and their advisors engaged in discussions with certain of their major stakeholders with the goal of developing a comprehensive and consensual restructuring process. Specifically, the Debtors and their advisors engaged with an ad hoc group of noteholders that collectively currently hold approximately 72% of the outstanding aggregate principle amount of the Prepetition Notes (as defined below) (the "**Ad Hoc Noteholder Group**"). The Debtors also engaged in discussions with their revolving credit lenders as the discussions with the Ad Hoc Noteholder Group advanced.



9. On September 29, 2020, the Debtors and the Consenting Noteholders (as defined below) entered into the original Restructuring Support Agreement (“**Original Restructuring Support Agreement**”). The Original Restructuring Support Agreement contemplated that Holders of Old Parent Interests (as that phrase is defined in the Plan) would receive 2.0% of the equity of Parent issued upon emergence from these Chapter 11 Cases. However, after executing the Original Restructuring Support Agreement, the Ad Hoc Noteholder Group learned that there may be substantial liabilities (albeit contingent) at the Parent (as defined below). After being made aware of this information, the Ad Hoc Noteholder Group informed the Debtors that they were no longer willing to discharge and fully equitize their claims pursuant to the transaction structure contemplated by the Original Restructuring Support Agreement. Because the Legacy Parent Guarantee Claims (as defined below) exist only against the Parent and there are virtually no assets at the Parent that would permit a recovery to any creditor of the Parent, the Original Restructuring Support Agreement was amended to eliminate any recovery to Holders of Old Parent Interests to allow for a recovery to and discharge of claims held by the creditors of the Parent, including Holders of the Legacy Parent Guarantee Claims. Under the terms of the Original Restructuring Support Agreement, the Ad Hoc Noteholder Group also informed the Company that it would not make the election to split the Company.<sup>3</sup>

10. After months of tireless negotiating, the Debtors agreed to the terms of (a) that certain Amended and Restated Restructuring Support Agreement, dated as of December 4, 2020

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<sup>3</sup> Pursuant to the Original Restructuring Support Agreement, the Restructuring provided the Ad Hoc Noteholder Group the option to elect to either (i) split the Company (as defined below) into two distinct companies whereby the holders of Prepetition Notes Claims (as defined in the Plan) would own over 95% of both companies or (ii) keep the Company intact and own 98% of the Reorganized Debtors.

(as amended, modified, or supplemented, the “**Restructuring Support Agreement**” or “**RSA**”)<sup>4</sup> with holders of approximately 85% of the outstanding principal amount of the Debtors’ senior unsecured notes (the “**Consenting Noteholders**”), which includes the Ad Hoc Noteholder Group. (b) the “prepackaged” chapter 11 plan, dated as of December 5, 2020 (the “**Plan**”), and the disclosure statement, dated same (the “**Disclosure Statement**”). As contemplated by the RSA, on December 5, 2020, the Debtors commenced solicitation of votes on the Plan and Disclosure Statement. The Debtors expect that the Plan will be (a) accepted by the classes of claims entitled to vote on the Plan in excess of the statutory thresholds specified in Section 1126(c) of the Bankruptcy Code, (b) found to satisfy the requirements of the Bankruptcy Code, and (c) confirmed pursuant to Section 1129 of the Bankruptcy Code.

11. Under the terms of the RSA, the Debtors and the Ad Hoc Noteholder Group agreed to a series of deleveraging transactions (the “**Restructuring**”) that will eliminate approximately \$1.30 billion of funded debt obligations of the Debtors through the Plan. Specifically, the Restructuring contemplates, among other things, the discharge of all amounts outstanding under the Debtors’ Prepetition Notes Indenture (as defined herein) and the refinancing of the amounts outstanding under the Prepetition Credit Agreement (as defined herein) through the Exit Facility (as defined in the Plan). In exchange for agreeing to the discharge of all of their funded debt, holders of Prepetition Notes will receive 100% of the equity of the reorganized company (the “**Reorganized Debtors**”) and certain subscription rights to an equity rights offering (with a cash-out option). General unsecured creditors holding claims at the parent level, Superior Energy Services, Inc., will share *pro rata* in a \$125,000 cash pool, while general unsecured creditors

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<sup>4</sup> The RSA is annexed hereto as Exhibit B. The RSA has been amended on three separate occasions – first on October 14, 2020, second on October 22, 2020, and finally on December 4, 2020.

holding claims at the operating level (i.e., claims against affiliate subsidiary Debtors below Superior Energy Services, Inc.) will remain unimpaired and will be paid in the ordinary course of business (with the exception of certain counterparties to executory contracts and unexpired leases that the Debtors have decided to reject in these Chapter 11 Cases). Under the terms of the RSA, the Ad Hoc Noteholder Group and other holders of Prepetition Notes claims have agreed to vote to accept the Plan.

12. The Restructuring will provide substantial benefits to the Debtors and all of their stakeholders, and will leave the Debtors' business intact and substantially deleveraged, providing for the reduction of approximately \$1.30 billion of debt. The Restructuring will also eliminate potentially millions of dollars in contingent liability consisting of the Legacy Parent Guarantee Claims. This deleveraging, coupled with the elimination of potential substantial Legacy Parent Guarantee Claims, will enhance the Debtors' long-term growth prospects and competitive position, and allow the Debtors to emerge from the Chapter 11 Cases as reorganized entities better positioned to succeed in the oil and gas services industry. In addition, the Restructuring will allow the Debtors' management team to focus on operational performance and value creation. A significantly improved balance sheet will provide the Reorganized Debtors with increased financial flexibility and the ability to pursue value-maximizing opportunities that will strengthen the Reorganized Debtors' customer service offerings. However, to be able to achieve all of this, the Debtors must be able to emerge from bankruptcy as quickly and responsibly as possible. Without a quick exit from bankruptcy, the Debtors risk being mired in an expensive and value-destructive process that causes its customers nationally, and more importantly internationally, to lose confidence in the Debtors' ability to restructure and emerge from bankruptcy as a healthier and more sustainable business partner.

13. Concurrently with their RSA negotiations, the Debtors also negotiated with certain of their prepetition lenders to obtain debtor-in-possession financing (the “**DIP Financing**”). The structure of the DIP Financing is similar to the Debtors’ prepetition debt financing under their Prepetition Credit Agreement (as defined below) (i.e., the DIP Financing rolls much of the Prepetition Credit Agreement forward into the Chapter 11 Cases). The proposed DIP Financing essentially seeks to consolidate the Debtors’ outstanding letters of credit under their prepetition asset-based revolving facility into a DIP Financing facility that will be used to support the Debtors’ operations during the Chapter 11 Cases, similar to how the Debtors were funding their business prior to the Chapter 11 Cases. The Debtors are also seeking to have the outstanding amounts of the letters of credit converted into the DIP Financing and for those letters of credit to be used as part of the Exit Facility (as defined in the Plan). The DIP Financing was the product of extensive arm’s-length, good-faith negotiations with the Debtors’ revolving prepetition lenders, and demonstrates the ongoing support that these lenders have for the Debtors’ Restructuring. The proposed DIP Facility (as defined below) provides the Debtors with letters of credit capacity and liquidity that are necessary to ensure that the Debtors’ businesses are stabilized and that value is preserved during the course of the Debtors’ Chapter 11 Cases.

14. Moreover, the Restructuring potentially provides material recoveries to most of the Debtors’ stakeholders. As set forth below, the Plan provides for a recovery to each class of claims in the form of cash, debt, stock, or a combination thereof. Distributions of common equity in the Reorganized Debtors will allow the Debtors’ prepetition noteholders to participate in the future upside of the Reorganized Debtors. The Debtors believe that the Plan, and the Restructuring transactions contemplated thereby, represents the best outcome available in the Chapter 11 Cases.

## **PART II**

### **COMPANY AND BUSINESS OVERVIEW AND PREPETITION CAPITAL STRUCTURE**

15. The Debtors and their indirect subsidiaries are oilfield services providers serving the drilling, completion, and production-related needs of oil and gas companies through a diversified portfolio of specialized oilfield services and equipment that are used throughout the economic life cycle of oil and gas wells. In particular, the Debtors manufacture, rent, and sell specialized equipment and tools for use with well drilling, completion, production, and workover activities, and offer fluid handling and well servicing rigs. The Debtors also provide coiled tubing services, electric line, slickline, and pressure control tools and services, as well as snubbing and hydraulic workover.

16. The Debtors and their indirect subsidiaries' geographical reach is worldwide, and in 2019, the Debtors and their non-Debtor affiliates conducted business in more than fifty countries, including throughout Africa, Asia-Pacific, Europe, the Middle East, Latin America, and North America. The Debtors' headquarters are located in Houston, Texas, with offices across Texas, Louisiana, and Oklahoma. In addition, the Debtors' foreign non-Debtor affiliates have regional offices in Argentina, Malaysia, the United Kingdom, and the United Arab Emirates.

17. Debtor Superior Energy Services, Inc. (the "**Parent**"), a publicly-traded Delaware corporation, is the ultimate parent of all of the Debtor companies in these Chapter 11 Cases and non-Debtor affiliate companies (together, the "**Company**"). The Parent was originally formed as a Delaware corporation on April 26, 1991 and its common shares were listed and publicly traded on the New York Stock Exchange (the "**NYSE**") under the ticker symbol "SPN." Debtor SESI, L.L.C. ("**SESI**") is the issuer of all of the Company's funded indebtedness. As described more

fully below, the Parent was recently delisted from the NYSE and subsequently commenced trading on the OTCQX Market under the symbol “SPNX.”

18. The Parent has approximately seventy-five (75) direct and indirect subsidiaries as of the date hereof. Of those entities, however, only the seventeen (17) entities who are liable on the Debtors’ funded indebtedness (which is described in further detail below) are Debtors in these Chapter 11 Cases. A copy of the Debtors’ organizational chart is attached hereto as Exhibit A.

**A. Overview of Operations and Revenue**

19. The Debtors offer a wide variety of specialized oilfield services and equipment generally categorized by their typical use during the economic life of a well. The Debtors’ business primarily consists of the following offerings, as described further below: (a) drilling products and services, which include rentals; (b) onshore completion and workover services, which include service rigs and fluid management; (c) production services, which include coiled tubing and wireline; and (d) technical solutions.

**(i) Drilling Products and Services**

20. The Company’s drilling products and services segment manufactures, rents, and sells specialized equipment for well drilling, completion, production, and workover activities. These products include onshore and offshore accommodation units and accessories, as well as downhole drilling tools, such as tubulars, consisting primarily of drill pipe strings, landing strings, completion tubulars and associated accessories, and bottom hole tools including stabilizers, non-magnetic drill collars, and hole openers. In the three months ending on September 30, 2020, revenue for this segment decreased by approximately 50% compared to the same period in 2019, from \$111.2 million to \$56.0 million, primarily because of a decrease in demand for premium drill pipe and further negative impacts of otherwise challenging industry conditions.

**(ii) Onshore Completion and Workover Services**

21. The Company's onshore completion and workover services segment includes fluid handling and well servicing. Fluid handling includes services used to obtain, move, store, and dispose of fluids involved in the exploration, development, and production of oil and gas, including mobile piping systems, specialized trucks, fracturing tanks, and other assets used to transport, heat, pump, and dispose of fluids. Workover services include a variety of well completion, workover and maintenance services, including installations, completions, sidetracking of wells, and support for perforating operations. In the three months ending on September 30, 2020, revenue for this segment decreased by approximately 72% compared to the same period in 2019, from \$76.0 million to \$21.6 million. This decline in revenue is primarily due to a significant decrease in the North American rig count in the third quarter of 2020 relative to the third quarter of 2019, which primarily resulted from the Saudi-Russian oil price war and the COVID-19 pandemic.

**(iii) Production Services**

22. The Company's production services segment includes well intervention services and the provision of pressure control tools. Well intervention services include services to enhance, maintain, and extend oil and gas production during the life of the well through coiled tubing, cased hole, and mechanical wireline, hydraulic workover, snubbing, and pressure control services, as well as production testing and optimization. Pressure control tools include the provision of blowout preventers, choke manifolds, fracturing blowback trees, and downhole valves. In the three months ending on September 30, 2020, revenue for this segment decreased by 43% compared to the same period in 2019, from \$98.8 million to \$56.4 million, primarily due to a decrease in coiled tubing and pressure control activities during the third quarter of 2020 that, once again,

stemmed from the negative impacts of the Saudi-Russian oil price war and the COVID-19 pandemic.

**(iv) Technical Solutions**

23. The Company's technical solutions segment includes products and services which address customer-specific needs for specialized engineering, manufacturing, or project planning, as well as completion tools and products. These operations are generally in offshore environments during the completion, production, and decommissioning phase of an oil and gas well. The products and services in this segment primarily include completion tools and services, and well control services. The completion tools and services include products and services used during the completion phase of an offshore well to control sand and maximize oil and gas production, including sand control systems, well screens and filters, and surface-controlled subsurface safety valves. The Debtors' well control services resolve well control and pressure control problems through firefighting, engineering, and well control training.<sup>5</sup> In the three months ending on September 30, 2020, revenue for this segment decreased by 53% compared to the same period in 2019, from \$70.6 million to \$33.0 million, primarily due to a decrease in demand for completion tools and products. These downturns were once again due primarily to the negative impacts of the Saudi-Russian oil price war and the COVID-19 pandemic.

**(v) Customers**

24. The Company's customers are major and independent oil and gas exploration and production companies active in the geographic areas in which the Debtors operate. No customers exceeded 10% of the Debtors' total revenues through September 2020, or in 2019, 2018 or 2017.

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<sup>5</sup> The Technical Solutions segment also includes revenues from oil and gas production related to the Debtors' 51% ownership interest in their sole federal offshore oil and gas property (which the Debtors refer to in their 2019 Form 10-K as the "oil and gas property") and related assets.



Similar to the Debtors, its customers in the oil and gas sector were also impacted by the global pandemic and Saudi-Russian oil price war. Many of the Debtors' customers have initiated cost-saving measures of their own and have otherwise delayed projects as a result of the current economic environment.

**(vi) Competitors**

25. The Debtors provide products and services worldwide in highly competitive markets, with competitors comprised of both small and large companies. The Debtors believe the principal competitive factors are price, performance, product and service quality, safety, response time, and breadth of products and services available. The Debtors are consistently bidding for contracts traditionally awarded on the basis of competitive bids or are engaged in direct negotiations with their customers.

**(vii) Employees**

26. As of the Petition Date, the Debtors employed approximately 1,978 employees (consisting of approximately 589 salaried and 1,389 hourly). Approximately 12% of the Company's employees are subject to union contracts, all of whom are located in international locations. Accordingly, none of the Debtors' domestic employees are subject to a collective bargaining agreement or similar labor agreement.

27. The Debtors' Workforce (as defined in the Employee Wages Motion) also includes certain Independent Contractors (as defined in the Employee Wages Motion). The number of Independent Contractors utilized by the Debtors at any given time fluctuates based on whether the Debtors are in a peak business season and the Debtors' specific needs at any given time. The Debtors' Workforce currently includes 20 Independent Contractors. More details regarding the Debtors' employees and Workforce are contained in the Debtors' Employee Wages Motion.

**(viii) Revenue**

28. In 2019, the Company's revenue totaled approximately \$1.425 billion, but the Company ended the year with a net loss of \$255.7 million. The Company's 2019 revenue represented a 4% decrease from their 2018 revenue of \$1.479 billion. The decrease in revenue was largely attributable to a decrease in the Debtors' U.S. onshore portfolio,<sup>6</sup> which decreased by 14% during 2019. In North America, the negative pricing pressures and lower utilization that began during the fourth quarter of 2018 continued to impact the demand for the Debtors' completion services during 2019. The decrease in revenue generated in the U.S. land market area was primarily due to decreased revenues from the Debtors' coiled tubing services, fluid management and well servicing rigs. The decrease in revenue is also attributable to the disposition of the Debtors' land drilling rigs service line during the second quarter of 2019.

29. Revenue breakdown by geographical area for the three-months ended December 31, 2019 was as follows: U.S. Land (41%), U.S. Offshore (28%), and International (31%). Revenue breakdown by business segment was as follows: Drilling Products and Services (29%), Onshore Completion and Workover Services (20%), Production Services (30%), and Technical Solutions (21%).

**B. THE DEBTORS' PREPETITION CAPITAL STRUCTURE AND DEBT**

**(i) The Debtors' Prepetition Funded Indebtedness**

30. The following table sets forth the Debtors' prepetition capital structure.<sup>7</sup>

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<sup>6</sup> The Debtors attribute their revenue to major geographic regions based on the location where their services are performed or the destination of the rental or sale of their products. The Debtors categorize their geographic regions for revenue purposes as follows: (i) U.S. land market area, (ii) Gulf of Mexico land area, and (iii) International land area.

<sup>7</sup> Accrued interest to all applicable figures are excluded from the prepetition capital structure.

<b>Superior Energy Services, Inc.</b>	
<b>The Prepetition Credit Agreement (ABL Facility)</b>	
<i>(USD in Millions)</i>	<i>as of 10/31/2020</i>
ABL Revolving Credit Facility (Borrowing Base)	\$96.0
Amount Borrowed	-
<b>LC's Outstanding</b>	<b>(\$47.4)</b>
ABL Availability Not Borrowed	\$48.6
Minimum Availability Required	(\$37.5)
<b>Net Availability Not Borrowed</b>	<b>\$11.1</b>
<b>The Senior Notes</b>	
<i>(USD in Millions)</i>	<i>as of 10/31/2020</i>
\$500 million 7.750% Senior Notes due 2024	\$500.0
\$800 million 7.125% Senior Notes due 2021	\$800.0
<b>Total Notes (Unsecured Debt)</b>	<b>\$1,300.0</b>

(ii) **The Prepetition Credit Agreement**

31. Certain of the Debtors are party to a Fifth Amended and Restated Credit Agreement, dated as of October 20, 2017 (as the same may be amended, restated, amended and restated, waived, modified and/or supplemented from time to time, the “**Prepetition Credit Agreement**”), by and among SESI, as borrower, Parent, as parent guarantor, the other guarantors party thereto, JPMorgan Chase Bank, N.A., as administrative agent and issuing lender, the other issuing lenders party thereto from time to time and the lenders party thereto from time to time (the “**Prepetition Credit Agreement Lenders**”), providing for a \$300 million asset-based revolving loan facility, including an aggregate \$150 million commitment for the issuance of letters of credit. Availability of funds under the Prepetition Credit Agreement is subject to a borrowing base, which, as of November 30, 2020 was \$96.0 million.<sup>8</sup> Availability under the Prepetition Credit Agreement is (a) the lesser of (i) the commitments, (ii) the borrowing base and (iii) the

<sup>8</sup> The borrowing base was submitted to the Prepetition Credit Agreement Lenders on November 30, 2020 based on relevant data for the period 9/30/2020 through 10/31/2020.

highest principal amount permitted to be secured under the 2021 Indenture (as defined below) without triggering the equal and ratable provisions thereof, minus (b) the outstanding amount of loans and letters of credit under the Prepetition Credit Agreement. The Debtors' obligations under the Prepetition Credit Agreement are secured by security interests in, and liens upon, substantially all of their assets other than real property; and Parent, along with a number of its domestic subsidiaries, all of whom are Debtors in these Chapter 11 Cases, have guaranteed the obligations under the Prepetition Credit Agreement. As of the Petition Date, there were no outstanding loans under the Prepetition Credit Agreement, but the Debtors had approximately \$47.4 million in outstanding letters of credit issued under the Prepetition Credit Agreement.

32. The Prepetition Credit Agreement provides for interest on loans at a rate equal to, at SESI's election, either (a) a base rate plus an applicable margin ranging between 0.75% per annum and 1.50% per annum, or (b) a eurodollar rate plus an applicable margin ranging between 1.75% per annum and 2.50% per annum, in each case based upon the Debtors' leverage ratio. The Prepetition Credit Agreement provides for (a) a fronting fee in respect of letters of credit of no less than 0.125% and (b) a letter of credit fee rate ranging between 1.75% to 2.50%, based upon the Debtors' leverage ratio.

**(iii) The 2021 and 2024 Senior Prepetition Notes**

33. SESI is the issuer of two tranches of senior unsecured notes. First, SESI issued \$800 million in aggregate principal amount of 7.125% senior unsecured notes due 2021 (the "**2021 Notes**") pursuant to that certain Indenture, dated as of December 6, 2011, by and among SESI, each of the guarantors party thereto, and The Bank of New York Mellon Trust Company, N.A. as trustee (as amended, modified, or supplemented to date, the "**2021 Indenture**"). Second, SESI issued \$500 million in aggregate principal amount of 7.750% senior unsecured notes due 2024 (the

“**2024 Notes**,” and together with the 2021 Notes, the “**Prepetition Notes**”) pursuant to that certain Indenture, dated as of August 17, 2017 (as amended, modified, or supplemented to date, the “**2024 Indenture**,” and together with the 2021 Indenture, the “**Prepetition Notes Indentures**”) by and among SESI, each of the guarantors party thereto, and The Bank of New York Mellon Trust Company, N.A. as trustee.

34. Certain of SESI’s domestic subsidiaries, all of whom are Debtors in these Chapter 11 Cases, have guaranteed SESI’s obligations under the Prepetition Notes Indentures. As of the Petition Date, the Debtors remain obligated under the Prepetition Notes Indentures for an outstanding principal amount of \$1.30 billion in the aggregate, plus accrued but unpaid interest, fees, costs, and expenses.

**(iv) The Company’s Decommissioning Liabilities**

35. The Company’s decommissioning liabilities associated with its oil and gas property and related assets include liabilities related to the plugging of wells, removal of the related platform and equipment, and site restoration. The Company reviews the adequacy of its planning for decommissioning liabilities whenever indicators suggest that the estimated cash flows and/or related timing needed to satisfy the liability have changed materially. The Company had decommissioning liabilities of \$141.6 million as of October 31, 2020.

**(v) Legacy Parent Guarantees**

36. The Parent is a party to certain performance guarantees related to a legacy business that owned oil and gas interests and was sold in 2008. Specifically, the Parent sold ownership interests in one of its subsidiaries, SPN Resources LLC (“**SPN Resources**”), to Dynamic Offshore Resources, LLC (“**Dynamic**”) pursuant to a purchase agreement between certain Debtors and Dynamic dated as of February 25, 2008. Through a number of M&A transactions over the years,

Fieldwood Energy LLC and certain of its affiliates<sup>9</sup> (“**Fieldwood**”) became Dynamic’s ultimate successor in ownership of the interests acquired from the Parent. Consequently, Fieldwood and its direct and indirect subsidiaries are now party to a number of leases and Fieldwood is also the designated operator for all properties titled in the name of its subsidiaries where Fieldwood and its subsidiaries have the power to designate the operator.

37. The Parent serves as guarantor of the obligations of SPN Resources to certain predecessors in title to oil and gas interests under certain guarantees, set forth on Exhibit G of the Disclosure Statement (such guarantees, the “**Legacy Parent Guarantees**” and such claims, the “**Legacy Parent Guarantee Claims**”). The Legacy Parent Guarantees may expose the Parent to contingent liabilities to the extent that asset retirement obligations are matured for any leases supported by the Legacy Parent Guarantees and the predecessors in title who are beneficiaries of the Legacy Parent Guarantees become liable for such obligations. As of the Petition Date, the Parent does not have outstanding obligations on account of the Legacy Parent Guarantees.

**(vi) The Debtors’ Trade Debt and Related Obligations**

38. The Debtors incur trade debt with certain vendors in connection with the ordinary course operation of their businesses. The Debtors believe that, as of the Petition Date, they have trade debt and other related obligations in the aggregate amount of approximately \$27.5 million.

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<sup>9</sup> On August 3, 2020, Fieldwood, together with certain of its affiliates, filed chapter 11 cases in the United States Bankruptcy Court for the Southern District of Texas titled *In re Fieldwood Energy LLC*, et al., Case No. 20-33948 (MI) (Bankr. S.D. Tex. 2020) (the “**Fieldwood Cases**”).

### **PART III**

#### **EVENTS LEADING UP TO THE CHAPTER 11 FILINGS**

##### **A. The Debtors' Attempted Prepetition Strategic Divestitures**

39. In the wake of the 2015-2016 oil and gas industry correction and the protracted downturn, the Debtors worked tirelessly to rationalize its operational footprint and cost structure. In addition, they explored options to maximize value through a strategic transaction of its hydraulic fracturing operation, which is a business focused on using high-powered pumps to force sand, water, and chemicals underground to release trapped oil and gas.

40. In 2017-2018, the Debtors determined that their strategy of a mid-cap, globally diversified energy service company would systemically be out of favor with stakeholders, and determined that more narrowly focused energy service companies would be more attractive to the investment community. After engaging Lazard Frères & Co. L.L.C., the Debtors determined the separation of their U.S. onshore well service and fluids business units from their globally oriented business units would create significant value for stakeholders.

41. The well services business provides essential completion and production services. The well services business also provides pre- and post-fracturing support activities generally related to fluids utilized or generated during the completion and production phase. While not actively considered for divestiture, prior to 2017, the Debtors received several unsolicited inquiries from strategic buyers to discuss a potential transaction for their fluids business. The Debtors engaged a financial advisor in 2017 to run a formal, targeted bid solicitation process. However,

upon the announced merger between two competing industry participants in 2017, the Debtors suspended the solicitation process.

42. In 2019, with continued oil price volatility, the Debtors recognized that in addition to the need for separating the company, they also realized that it was unlikely that cash flow alone would be sufficient in providing enough resources to adequately retire its 7.125% senior unsecured notes due 2021. To address these items, the Debtors focused their attention on the divestiture of non-core assets and sold their artificial lift and subsea well control system businesses for a combined approximate \$34.6 million (realized in 2020).

43. Additionally, the Debtors categorized their U.S. onshore business units into four distinct divisions. While each division was predominately attached to U.S. onshore operations, they were distinct business units with few-to-no synergies among them. The four distinct divisions of the U.S. onshore business were: (a) hydraulic fracturing; (b) contract drilling; (c) accommodations rentals; and (d) well services.

44. The Debtors re-engaged with numerous hydraulic fracturing service providers regarding a potential sale of the business line. Sale discussions did not proceed beyond initial stages and the Debtors ultimately decided to discontinue operations of the hydraulic fracturing business in December 2019.

45. The contract drilling business operated drilling rigs for the benefit of customers, and was fully supported by experienced superintendents, tool pushers, mechanics, and electricians. In 2018, the Debtors began a focused sale process and in June 2019, the Debtors agreed to divest their contract drilling business, resulting in approximately \$74 million in cash proceeds at closing.

46. The accommodations rentals business is a niche onsite accommodations rental operation primarily servicing U.S. land operators. While the Debtors' accommodation rentals



business has historically been a positive free cash flow generator, given its unique niche rental offering and limited geographical expansion opportunities, the Debtors hired a financial advisor and began a sale solicitation process for the business in 2017. After a fulsome bidding process, the Debtors did not receive any actionable bids and the business was ultimately not sold.

47. Through 2019, the Debtors initiated contact with numerous U.S. onshore well service management teams and boards of directors in order to better understand competitor strategies and market leadership capabilities. In December 2019, after consulting with advisors and examining a number of strategic options, the Debtors decided to divest their accommodation rentals and well services businesses, including their U.S. service rig, coiled tubing, wireline, pressure control, flowback, fluid management, and accommodations service lines (collectively, the “**NAM Business**”). The Debtors intended to combine their NAM Business entities with another independent oilfield services contractor, Forbes Energy Services Ltd. (“**Forbes**”), to create a new consolidated platform for U.S. completion, production, and water solutions (the “**NAM Combination**”).

48. On December 18, 2019, the Parent and Forbes entered into a definitive merger agreement (the “**NAM Merger Agreement**”) in connection with the NAM Combination. The NAM Merger Agreement contemplated a separation of the NAM Business entities from the Company, a combination of the NAM Business entities and Forbes, and a corresponding uptier bond exchange, resulting in a deleveraging of the Debtors following the NAM Combination. However, as described further below, deteriorating market conditions, amplified by the significant reduction in crude oil prices caused primarily by the COVID-19 pandemic and the Saudi-Russian oil price war, resulted in a significant decline in the demand for services provided by the Debtors, including the NAM Business entities and Forbes. Consequently, while the Debtors believed their

businesses should be separated into two distinct companies, it became impractical to complete the NAM Combination with Forbes, and the NAM Merger Agreement was terminated on June 1, 2020 in accordance with its terms.

**B. The Impact of the COVID-19 Pandemic and the Saudi-Russian Oil Price War on the Debtors' Industry**

49. The Company's revenues and earnings can be affected by several factors, including changes in competition, fluctuations in drilling and completion activity, perceptions of future prices of oil and gas, government regulation, disruptions caused by weather, and general economic conditions. However, the first three quarters of 2020 were characterized by unforeseeable shocks to the global economy generally, and the energy sector in particular. Specifically, the Saudi-Russian oil price war, combined with the COVID-19 pandemic, led to a decrease in the price of oil which was exacerbated by the decreased demand for oil. These unanticipated events have had a devastating near-term impact on the Debtors' operations and its various business lines, and has negatively impacted the Debtors' customers, vendors, and suppliers in all geographic areas where the Debtors operate. In fact, the U.S. oil and gas rig count fell by approximately 25% during the first quarter of 2020 and, as a further result of the COVID-19 pandemic and the Saudi-Russian oil price war, plunged by more than 60% in the second quarter of 2020. Further, according to the Baker Hughes' weekly worldwide and international rig count data for 2020, the number of oil and gas rigs outside of the U.S. and Canada fell by more than 20% in the second quarter of 2020, each resulting in a decrease in demand for the Debtors' products and services.

50. As a result, the Company's revenue in the second quarter of 2020 decreased by 43% to \$183.9 million, as compared to \$321.5 million in the first quarter of 2020. As the Debtors' customers continue to revise their capital budgets in order to adjust spending levels in response to lower commodity prices, the Debtors continue to experience significant pricing pressure for their

products and services. The Company's revenue further decreased by approximately 9% to \$166.9 million in the third quarter of 2020.

### **C. The Debtors' Prepetition Efforts to Combat Market Downturn**

51. The COVID-19 pandemic and the Saudi-Russian oil price war led to a decline in the price of oil and gas which severely impacted the Debtors' cash flow, borrowing capacity and ability to service their outstanding indebtedness. In response, the Debtors implemented a number of cost-saving contingencies to protect their business from further deterioration.

#### **(i) Cost Reduction Initiatives**

52. Before commencing these Chapter 11 Cases, the Debtors took a number of steps to improve their position in the market, and more recently, their capital structure and liquidity needs, without resorting to a comprehensive in-court restructuring, including cutting costs, reducing capital expenditures, and managing liquidity.

53. Specifically, in the months leading up to these Chapter 11 Cases, the Debtors implemented a number of cost reduction activities to "right-size" operations to the current business environment. In the second quarter of 2020, the Debtors implemented actions to reduce their payroll costs through a combination of salary reductions, reductions in force, and furloughs. The Debtors also limited their expected capital expenditures to no more than \$50 million for the full fiscal year 2020. Additionally, the Debtors have realized cost savings through leveraging governmental relief efforts to defer payroll and other tax payments, resulting in higher future cash flows for 2020, including a tax refund of \$30.5 million received in July 2020.

#### **(ii) Prepetition Credit Agreement Amendment**

54. On August 5, 2020, the Debtors amended the Prepetition Credit Agreement to permit the use of up to the lesser of (a) \$100 million and (b) 105% of the face value of certain third-party letters of credit, surety, judgment, appeal, or performance bonds, and similar

obligations of the Debtors, to cash collateralize such obligations. The Debtors were required to reduce the amount of letters of credit issued pursuant to the Prepetition Credit Agreement to bring availability thereunder to at least \$37.5 million, and to deposit \$25 million in an account under their lenders' control to further secure their obligations under the Prepetition Credit Agreement. The Debtors were also prohibited from requesting any loans under the Prepetition Credit Agreement, and the Debtors' flexibility was restricted under certain of the investment, indebtedness, junior debt repayment, and restricted payment covenants thereunder. Although these actions on the surface may have appeared to have a negligible effect on liquidity, as a result of these actions, the Debtors were able to avoid breaching certain covenants under the Prepetition Credit Agreement that would have required the Debtors to enter cash dominion and to supply weekly borrowing base reports.

**D. The New York Stock Exchange Delisting Notice and Transition to OTCQX Market**

55. On March 30, 2020, the NYSE notified the Parent that it was no longer in compliance with the NYSE's continued listing standards because the Parent's average global market capitalization over a consecutive 30 trading-day period had dropped below \$50 million and its stockholders' equity was simultaneously below \$50 million. In accordance with the applicable NYSE rules, on May 14, 2020, the Parent submitted its plan to cure such deficiency and regain compliance with the NYSE continued listing standards, and, on June 25, 2020, the NYSE accepted the plan. On September 17, 2020, the NYSE notified the Parent that the NYSE would commence proceedings to delist and suspend trading of the Parent's common stock from the NYSE due to failure to meet the foregoing standard. Effective September 18, 2020, the Parent's common stock commenced trading in the over-the-counter securities marketplace on the OTCQX Market under the symbol "SPNX." The Parent's transition to the OTCQX Market did not, and is not expected

to, affect its or the other Debtors' business operations. On October 2, 2020, the NYSE filed a Form 25 delisting our common stock from trading on the NYSE, which delisting became effective 10 days after the filing of the Form 25.

#### **E. The Debtors' Prepetition Restructuring Efforts**

56. As the global outbreak of the COVID-19 pandemic continued to evolve rapidly, the Company's management expected it to continue to materially and adversely affect the Company's revenue, financial condition, profitability, and cash flow for an indeterminate period of time. As a result, the Debtors decided to take the alternative and necessary actions to right-size the business for expected activity levels across the business. As such, beginning in the summer of 2020, the Parent's board of directors authorized the retention of advisors, including Latham & Watkins LLP ("**Latham**"), as legal counsel, Ducera Partners L.L.C. ("**Ducera**") and Johnson Rice & Company ("**Johnson Rice**"), as investment bankers, and Alvarez & Marsal North America, L.L.C. ("**A&M**"), as financial advisor, to assist in the Debtors' evaluation of various strategic alternatives in the face of the market downturn as a result of the COVID-19 pandemic and the Saudi-Russian oil price war. Over the course of several months, the Debtors and their advisors engaged in extensive discussions and negotiations with various stakeholders, including the Prepetition Credit Agreement Lenders and the Ad Hoc Noteholder Group represented by Davis Polk & Wardwell LLP, as legal counsel, and Evercore Group L.L.C., as financial advisor, regarding a potential restructuring of the Debtors' balance sheet and business operations.

##### **(i) The Restructuring Support Agreement**

57. The Debtors, their advisors, the Ad Hoc Noteholder Group, and their advisors focused on proactively exploring a wide range of strategic alternatives, taking into account various factors, including market feedback, the Debtors' deteriorating economic outlook, as well as the

deteriorating industry-wide environment. Ultimately, the aforementioned negotiations were successful and resulted in the execution of the RSA. As further described below, the terms of the restructuring as contemplated within the RSA would substantially deleverage the Debtors' long-term debt and related interest costs, provide access to exit financing, ultimately eliminate the potential Legacy Parent Guarantee Claims at the Parent level, and establish a capital structure that the Parent believes will allow its businesses to thrive in a low-commodity-price environment.

58. The Debtors engaged in hard-fought negotiations with the Ad Hoc Noteholder Group in agreeing to the RSA. Specifically, the Debtors fought for and initially obtained a recovery for their existing prepetition equity holders (the "**Existing Equity Holders**"). In the Original Restructuring Support Agreement, the Ad Hoc Noteholder Group agreed to support a plan of reorganization pursuant to which the Existing Equity Holders received 2% of the Reorganized Debtors' equity, as well as five-year warrants for 10.0% of the Reorganized Debtors' equity (the "**Existing Equity Holders' Recovery**"). However, after the Original Restructuring Support Agreement was initially executed, the Ad Hoc Noteholder Group was informed that the Legacy Parent Guarantees could potentially expose the Parent to liability for the Legacy Parent Guarantee Claims (i.e., asset retirement obligations). Although the Debtors believe the likelihood is low that the Parent would be liable under the Legacy Parent Guarantees, if the Parent is ultimately found liable, the Debtors believe that the liability could potentially be substantial. Given this uncertainty and magnitude of such potential liabilities, the Ad Hoc Noteholder Group no longer agreed to support a chapter 11 plan that allowed the potential Legacy Parent Guarantee Claims to "ride through" these Chapter 11 Cases.

59. The Debtors worked with the Ad Hoc Noteholder Group to implement a revised restructuring transaction structure that would both enable the Debtors to emerge from bankruptcy

efficiently and render general unsecured claims at the Debtors' operating subsidiaries unimpaired, but also discharge the potential Legacy Parent Guarantee Claims. As such, in the latest iteration of the RSA, the Debtors and the Ad Hoc Noteholder Group agreed to remove the Existing Equity Holders' Recovery and to instead provide all general unsecured creditors at the Parent level with a cash pool. The Debtors believe that this compromise is in the best interests of the estates and all stakeholders.

**(ii) Debtor-in-Possession Financing**

60. To ensure access to letters of credit during these Chapter 11 Cases, the Debtors negotiated the DIP Financing with certain of their existing Prepetition Credit Agreement Lenders. The DIP Financing is critical to the Debtors' ability to operate postpetition and ultimately emerge from these Chapter 11 Cases. The structure of the DIP Financing is similar to the Debtors' prepetition debt financing under their Prepetition Credit Agreement. As described above, there are no outstanding loans under the Prepetition Credit Agreement, but the Debtors have approximately \$47.4 million in outstanding letters of credit issued under the Prepetition Credit Agreement (i.e., the DIP Financing simply rolls the Prepetition Credit Agreement forward into these Chapter 11 Cases).

61. As such, the proposed DIP Financing essentially seeks to roll-up the Debtors' outstanding letters of credit into a DIP Financing facility that will be used to fund the Debtors' operations during the Chapter 11 Cases, similar to how the Debtors were funding its business prior to the Chapter 11 Cases. The DIP Financing will consist of senior secured postpetition obligations on a superpriority basis in respect of a senior secured superpriority letter of credit facility in the aggregate principal amount of \$120 million (the "**DIP Facility**"). The Debtors are also seeking to have the outstanding amounts of the letters of credit under the Prepetition Credit Agreement to be

converted into the DIP Facility and for those letters of credit to be used as part of the Exit Facility (as defined in the Plan).

62. The DIP Facility was the product of extensive arm's-length, good-faith negotiations with certain of the Prepetition Credit Agreement Lenders. The proposed DIP Facility provides the Debtors with immediate and critical access to liquidity that is necessary to ensure that the Debtors' businesses are stabilized, that chapter 11 administrative costs are paid in full, and that value is preserved during the course of the Debtors' Chapter 11 Cases. It also ensures that the outstanding letters of credit under the Prepetition Credit Agreement stay in place and can continue to be relied upon by the Debtors, their customers, and their vendors.

63. The DIP Facility demonstrates the ongoing support of the Prepetition Credit Agreement Lenders for the Debtors' restructuring. Without access to the DIP Facility, the Debtors would have to rely only on their unencumbered cash on hand. Although the Debtors can continue to operate in the near term with their current limited liquidity, the DIP Facility will provide stability for the Debtors to maintain their ordinary course of business, provide comfort to their employee, customer, and vendor constituencies, and support the administration of these Chapter 11 Cases. Obtaining access to the DIP Facility will allow the Debtors to send a clear message to their customers and vendor base that the Debtors will continue to be a reliable partner and that they will be ready to capitalize on gaining market share upon an industry turnaround. In addition, relying solely on cash collateral could constrain the Debtors' financial position in the event the Debtors would have to cash collateralize any obligations arising from letters of credit. Accordingly, the proposed DIP Facility will provide much-needed stabilization to the Debtors' business operations, the economic terms of the proposed DIP Facility are highly competitive, and reflect the support of



the Debtors' preexisting lenders for the Debtors' restructuring. As a result, the proposed DIP Facility is in the best interests of the Debtors' estates.

#### **PART IV**

### **KEY TERMS OF THE PROPOSED RESTRUCTURING AND THE PROPOSED TIMELINE FOR THE CHAPTER 11 CASES<sup>10</sup>**

#### **A. The Key Terms of the Restructuring**

64. Subject to its terms and conditions, the RSA commits the Consenting Noteholders to support the Debtors in their efforts to confirm the Plan. The terms of the Restructuring contemplated by the RSA are reflected in the Plan. The RSA contemplates a comprehensive deleveraging of the Debtors' balance sheets through, among other things, a complete equitization of the Prepetition Notes Claims, elimination of the Legacy Parent Guarantee Claims at the Parent level, the provision of a cash pool to General Unsecured Claims at the Parent level, and leaving all General Unsecured Claims at affiliate Debtors unimpaired. A copy of the RSA is attached hereto as Exhibit B.

#### **B. Exit Financing**

65. To ensure sufficient liquidity for the Debtors in the event that they are unable to secure the full amount of the ABL Financing Commitments, the Commitment Parties, which include certain of the Consenting Noteholders committed, pursuant to the Delayed-Draw Term Loan Commitment Letter committed to providing a delayed-draw term loan facility in an aggregate principal amount not to exceed \$200 million for the Reorganized Debtors.

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<sup>10</sup> Any capitalized terms used but not defined in this Part IV have the respective meanings ascribed to them in the RSA and/or Plan, as applicable.

### C. Proposed Timeline for the Chapter 11 Cases

66. The Debtors seek to obtain confirmation of the Plan as quickly as the Court's schedule and requisite notice periods will permit. In order to comply with milestones set forth in the RSA (the "**Milestones**") and to emerge from bankruptcy as swiftly as practicable, the Debtors have proposed the following timetable:

Event	Date/Deadline	Days Before/After Petition Date
Noteholder Voting Record Date	December 3, 2020	4 (before)
Commencement of Solicitation	December 5, 2020	2 (before)
Petition Date	December 7, 2020	0
Mailing of (a) Confirmation Hearing Notice, (b) Ballots, and (c) Notice of Non-Voting Status and Opt Out Opportunity	December 11, 2020	4 (after)
Postpetition Voting Deadline, Release Opt Out Deadline	January 8, 2021 at 5:00 p.m. (Prevailing Eastern Time)	32 (after)
Objection Deadline for Plan and Disclosure Statement	January 12, 2021 at 4:00 p.m. (Prevailing Central Time)	36 (after)
Confirmation Hearing	January 18, 2021 at 10:00 a.m. (Prevailing Central Time)	42 (after)

67. In an effort to limit the length of the Chapter 11 Cases and adhere to the aforementioned Milestones, the Debtors commenced solicitation of votes on the Plan prior to the filing of the Chapter 11 Cases from the holders of certain Prepetition Notes Claims entitled to vote under the Plan.<sup>11</sup> Concurrently with the filing of this First Day Declaration, the Debtors filed a

<sup>11</sup> I understand from my discussions with the Debtors' advisors that, with the exception of Claims held by the Debtors or their affiliates that are deemed to reject or Presumed to accept the Plan, the Impaired Prepetition Notes Claims Against Parent, the Impaired General Unsecured Claims Against Parent, and the Impaired Prepetition Notes Claims Against Affiliate Debtors are the only Classes of Claims that are Impaired under the Plan and therefore entitled or required to vote on the Plan.

motion seeking, among other things, (a) approval of the Disclosure Statement, (b) to schedule a combined hearing to consider approval of the Disclosure Statement on a final basis and confirmation of the Plan, and (c) approval of the Equity Rights Offering Procedures.

68. Among the Milestones are the requirements that the Debtors obtain confirmation of the Plan by January 25, 2021 and consummate the Plan by February 1, 2021. Contemporaneous with the filing of this First Day Declaration, the Debtors have filed the Disclosure Statement Motion seeking an order scheduling dates and deadlines in connection with the approval of the Disclosure Statement and confirmation of the Plan.

69. Achieving the various Milestones under the RSA is crucial to maintaining the support of the Ad Hoc Noteholder Group and reorganizing the Debtors successfully. Moreover, as noted above, an expeditious emergence from bankruptcy is critical to the Debtors' ability to successfully and responsibly reorganize. In particular, it will allow the Debtors to avoid a prolonged stay in bankruptcy that could otherwise be value-destructive and cause important customers, particularly international customers, to lose confidence in doing business with the Debtors.

## **PART V**

### **RELIEF SOUGHT IN THE DEBTORS' FIRST DAY PLEADINGS**

70. In furtherance of the objective of preserving value for all stakeholders, the Debtors have sought approval of the First Day Pleadings and related orders (the "**Proposed Orders**"), and respectfully request that the Court consider entering the Proposed Orders granting the relief requested in the First Day Pleadings. For the avoidance of doubt, the Debtors seek authority, but not direction, to pay amounts or satisfy obligations with respect to the relief requested in any of the First Day Pleadings.

71. I have reviewed each of the First Day Pleadings, Proposed Orders, and exhibits thereto (or have otherwise had their contents explained to me), and the facts set forth therein are true and correct to the best of my knowledge, information, and belief. Moreover, I believe that the relief sought in each of the First Day Pleadings (a) is vital to enabling the Debtors to make the transition to, and operate in, chapter 11 with minimal interruptions and disruptions to their businesses or loss of productivity or value and (b) constitutes a critical element in the Debtors' ability to successfully maximize value for the benefit of their estates.

#### **A. ADMINISTRATIVE AND PROCEDURAL PLEADINGS**

##### **(i) Joint Administration Motion<sup>12</sup>**

72. By the Joint Administration Motion, the Debtors seek entry of an order directing the joint administration of their seventeen (17) Chapter 11 Cases for procedural purposes only. Many of the motions, hearings, and other matters involved in the Chapter 11 Cases will affect all Debtors. Thus, the Debtors believe that the joint administration of the Chapter 11 Cases will avoid the unnecessary time and expense of duplicative motions, applications, orders, and other pleadings, thereby saving considerable time and expense for the Debtors and resulting in substantial savings for their estates. On behalf of the Debtors, I respectfully submit that the Joint Administration Motion should be granted and that failure to do so on an emergency basis would severely disrupt the Debtors' operations at this critical juncture.

##### **(ii) Retention Applications**

73. The Debtors believe that the retention of chapter 11 professionals is essential to the Chapter 11 Cases. Accordingly, during the Chapter 11 Cases, the Debtors anticipate that they will

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<sup>12</sup> **"Joint Administration Motion"** means the *Debtors' Emergency Motion for Entry of an Order Directing Joint Administration of Related Chapter 11 Cases*, filed concurrently herewith.

request permission to retain, among others, the following professionals: (a) Latham & Watkins LLP, as co-counsel; (b) Hunton Andrews Kurth LLP, as co-counsel; (c) Kurtzman Carson Consultants L.L.C., as claims and noticing agent; and (d) Alvarez & Marsal North America, L.L.C., as Financial Advisor. I believe that the above professionals are well-qualified to perform the services contemplated by their various retention applications, the services are necessary for the success of the Chapter 11 Cases, and the professionals will coordinate their services to avoid duplication of efforts. I understand that the Debtors may find it necessary to seek retention of additional professionals as the Chapter 11 Cases progress.

**(iii) Consolidated Creditor List Motion<sup>13</sup>**

74. By the Consolidated Creditor List Motion, the Debtors seek entry of an order (a) authorizing the Debtors to file a consolidated creditor matrix and list of the thirty (30) largest general unsecured creditors in lieu of submitting separate mailing matrices and creditor lists for each Debtor; (b) waiving the requirement to file a list of and provide notice directly to the Parent's equity security holders; and (c) authorizing the Debtors to redact certain personal identification information for individuals.

75. The preparation of separate lists of creditors for each Debtor would be expensive and unduly burdensome, and a large number of creditors may be shared among the Debtors. For this reason, I believe that the Creditor Matrix and Top 30 List will reduce administrative costs and promote administrative efficiency.

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<sup>13</sup> **"Consolidated Creditor List Motion"** means the *Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to File a Consolidated Creditor Matrix and List of the 30 Largest Unsecured Creditors, (II) Waiving the Requirement to File a List of Equity Security Holders, and (III) Authorizing the Debtors to Redact Certain Personal Identification Information*, filed concurrently herewith. Capitalized terms used, but not otherwise defined, in this section shall have the respective meanings ascribed to them in the Consolidated Creditor List Motion.

76. In addition, the Parent is a publicly-traded company with actively trading stock of approximately 14,826,627 outstanding shares of common stock as of June 30, 2020, and does not maintain a list of its equity security holders and, therefore, must obtain the names and addresses of its shareholders from a securities agent. I believe that preparing and submitting such a list with last known addresses for each such equity security holder and sending notices to all such parties will create undue expense and administrative burden with limited corresponding benefit to the estates or parties in interest.

77. The Debtors believe that cause exists to authorize the Debtors to redact from any paper filed with the Court the home addresses of individual creditors—including the Debtors’ employees and contract workers—from the Creditor Matrix because, among other reasons, such information could be used to perpetrate identity theft or harass such individuals.

78. On behalf of the Debtors, I respectfully submit that, for the foregoing reasons, the Consolidated Creditor List Motion should be granted and that failure to do so on an emergency basis would create undue expenses and administrative burden and severely disrupt the Debtors’ operations at this critical juncture.

**(iv) Bar Date Motion<sup>14</sup>**

79. By the Bar Date Motion, the Debtors seek entry of an order, (a) establishing (i) January 7, 2021 at 5:00 pm (Prevailing Central Time) (the “**Parent Bar Date**”) as the last date and time by which creditors may file proofs of claim (the “**Proofs of Claim**”) in these Chapter 11 Cases on account of claims against Parent and (ii) related procedures for filing Proofs of Claim

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<sup>14</sup> “**Bar Date Motion**” means the *Debtors’ Emergency Motion for Entry of Order (I) Establishing (A) Bar Dates and (B) Related Procedures for Filing Proofs of Claim Against Superior Energy Services, Inc. and (II) Approving the Form and Manner Of Notice Thereof*, filed concurrently herewith. Capitalized terms used, but not otherwise defined, in this section shall have the respective meanings ascribed to them in the Bar Date Motion.

and (b) approving (i) the Bar Date Notice and (ii) mailing procedures with respect thereto. I understand that the Parent Bar Date will only apply to creditors of the Parent. I understand that the Debtors are not seeking approval in the Bar Date Motion of a claim bar date for creditors of any Debtor except for Parent.

80. The Debtors only seek a claim bar date for creditors of the Parent because the Plan contemplates that all Allowed General Unsecured Claims (as defined in the Plan) against all Debtors other than the Parent will be paid in full or will otherwise be unimpaired. I understand that any creditor who asserts a claim (as defined in section 101(5) of the Bankruptcy Code) against the Parent that arose, or is deemed to have arisen, prior to the Petition Date and whose claim is either (a) not listed on the Parent's Schedules or (b) is listed on Parent's Schedules as disputed, contingent or unliquidated, must file a proof of claim.

81. The Parent Bar Date would be the date by which only creditors (as defined in section 101(10) of the Bankruptcy Code) holding prepetition claims (as defined in section 101(5) of the Bankruptcy Code) against Parent must file Proofs of Claim. The Parent Bar Date will apply only to creditors holding claims against Parent that arose, or are deemed to have arisen, prior to the Petition Date, including, without limitation, secured claims, unsecured priority claims (including, without limitation, claims entitled to priority under sections 507(a)(3) through 507(a)(10) and 503(b)(9) of the Bankruptcy Code) and unsecured non-priority claims (such claims the "**Parent Claims**" and the holder of any Parent Claims, a "**Claimant**").

82. In addition, the Debtors request that the Court establish June 7, 2021 at 5:00 p.m. (Prevailing Central Time) as the deadline for all governmental units to file Proofs of Claim in these Chapter 11 Cases (the "**Governmental Bar Date**," and together with the Parent Bar Date, the "**Bar Dates**").

83. At this time, the Debtors only expect to require holders of Parent Claims to file Proofs of Claim. Holders of claims in all but one other class against the other Debtors in these Chapter 11 Cases are either unimpaired or not receiving a distribution under the Plan, and pursuant thereto such holders do not need to file Proofs of Claim. The only other class of impaired claims against a Debtor other than Parent that is expected to receive a distribution in these Chapter 11 Cases is Class 7 - Prepetition Notes Claims Against Affiliate Debtors. Holders of such claims are not required to file Proofs of Claim because the Plan provides for the allowed amount of claims in Class 7. Further, the Debtors are requesting that Interest Holders not be required to file proofs of interest at this time. As a result, the Bar Dates sought by the Bar Date Motion will apply only to holders of Parent Claims.

84. The Debtors further propose that, if they amend Parent's Schedules, the deadline for those creditors affected by any such amendment shall be the later of (a) the Parent Bar Date or (b) 5:00 p.m. (Prevailing Central Time) on the date that is twenty-one (21) days from the date that the Debtors provide written notice to the affected creditor that Parent's Schedules have been amended.

85. The Debtors propose to serve the Bar Date Notice and Proof of Claim Form within three (3) business days after entry of the Bar Date Order. The proposed Bar Date Notice provides the Claimants with sufficient and appropriate information regarding their requirement to file a Proof of Claim, the procedure for filing a Proof of Claim, and the consequences of failing to timely file a Proof of Claim. Accordingly, the Debtors believe that the Court should approve the form and scope of the proposed Bar Date Notice. In addition, the Debtors believe that: (a) it is appropriate to provide notice of the Bar Dates to these persons or entities whose names and addresses are unknown to the Debtors; and (b) it is advisable to provide supplemental notice to



known holders of potential claims. Therefore, the Debtors request authority to publish notice of the Bar Dates substantially in the form attached to the Bar Date Order as Exhibit 3 (the “**Publication Notice**”) once in the *Houston Chronicle*, the national edition of *USA Today* and such other local newspapers, trade journals or similar publications, if any, as the Debtors deem appropriate, as soon as practicable after entry of the Bar Date Order, but no later than twenty-one (21) days before the Parent Bar Date. The Debtors believe such publication is likely to reach the widest possible audience of Claimants who may not otherwise have notice of these Chapter 11 Cases.

86. Based on the foregoing, I believe it is in the best interests of the Debtors and all stakeholders that the relief request in the Bar Date Motion be granted.

## **B. OPERATIONAL AND FINANCING MOTIONS**

### **(i) DIP and Cash Collateral Motion<sup>15</sup>**

87. By the DIP and Cash Collateral Motion, the Debtors seek an order, among other things: (a) authorizing the Debtors to incur senior secured postpetition obligations on a superpriority basis in respect of a senior secured superpriority letter of credit facility in the aggregate principal amount of \$120,000,000 pursuant to the terms and conditions of the DIP Agreement; (b) authorizing the deemed replacement of up to \$47,357,274 of Prepetition Letters of Credit (as defined in the DIP and Cash Collateral Motion), which will be deemed converted into letters of credit outstanding under the DIP Facility upon entry of the Interim Order to avoid immediate and irreparable harm; (c) authorizing execution and entry into the DIP Agreement, and

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<sup>15</sup> “**DIP and Cash Collateral Motion**” means the *Debtors’ Emergency Motion for Entry of Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection to Prepetition ABL Secured Parties, (V) Modifying Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief*, filed concurrently herewith. Capitalized terms used, but not otherwise defined, in this section shall have the respective meanings ascribed to them in the DIP and Cash Collateral Motion.

performance of the Debtors' respective obligations thereunder and performance of further acts as may be required in connection with the DIP Documents, including, without limitation, the payment of all principal, interest, fees, expenses, and other amounts payable under the DIP Documents as such amounts become due and payable; (d) authorizing the grant of automatically perfected security interests in and liens on all of the DIP Collateral including all property constituting Cash Collateral; (e) authorizing the Debtors to use the Prepetition ABL Collateral, including Cash Collateral of the Prepetition ABL Secured Parties, and provide adequate protection to the Prepetition ABL Secured Parties for any diminution in value on or after the Petition Date resulting from the imposition of the automatic stay, the Debtors' use, sale, or lease of the Prepetition ABL Collateral, including Cash Collateral, or the priming of the Prepetition ABL Secured Parties' respective interests in the Prepetition ABL Collateral of their respective interests in the Prepetition ABL Collateral; (f) authorizing the Debtors to vacate and modify the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of the DIP Documents and the Interim Order.

88. I believe that access to the DIP Facility is critical to ensure the Debtors' smooth entry into chapter 11 and their ability to ensure they have sufficient liquidity to operate their business and administer their estates during these Chapter 11 Cases. Without the additional liquidity provided under the DIP Facility through the "roll" of the Prepetition Letters of Credit, the substantial capacity for new DIP Letters of Credit and the use of the Cash Collateral, the Debtors will have a limited amount of cash on hand and insufficient capitalization to carry on the operation of their businesses. I am advised that the commencement of these Chapter 11 Cases will place increased demands on liquidity due to, among other things, the costs of administering these Chapter 11 Cases and the acceleration or elimination of trade terms. Accordingly, I believe that

the Debtors will suffer immediate and irreparable harm if the relief requested in the DIP and Cash Collateral Motion is not granted.

89. The Debtors have determined, in consultation with their advisors, that the DIP Facility represented the best postpetition DIP financing alternative available to the Debtors. The DIP Facility was the product of extended, arm's-length, good-faith negotiations. Due to the requirement to cash collateralize the Prepetition Letters of Credit and the need for the Prepetition ABL Secured Parties' consent for priming, the likelihood of third-party financing was extremely low. I believe that the proposed DIP Facilities provide the Debtors with immediate and critical access to liquidity that is necessary to ensure that the Debtors' businesses are stabilized, that chapter 11 administrative costs are paid in full, and that value is preserved during the course of the Debtors' Chapter 11 Cases.

**(ii) Cash Management Motion<sup>16</sup>**

90. By the Cash Management Motion, the Debtors seek entry of an order (a) authorizing, but not directing, the Debtors to continue to maintain and use their existing cash management system, including maintenance of their existing bank accounts, checks, and business forms; (b) granting the Debtors an extension of time for a period of 60 days from the Petition Date (*i.e.*, until February 5, 2021), within which to comply with certain bank account and related requirements of the U.S. Trustee or make such other arrangements as agreed with the U.S. Trustee to the extent that such requirements are inconsistent with the Debtors' practices under their existing

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<sup>16</sup> **"Cash Management Motion"** means the *Debtors' Emergency Motion for Entry of an Order (I) Authorizing (A) Continued Use of Existing Cash Management System, Including Maintenance of Existing Bank Accounts, Checks, and Business Forms, (B) Continuation of Existing Deposit and Investment Practices, (C) Continuation of Intercompany Transactions, and (II) Granting Administrative Expense Status to Certain Postpetition Intercompany Claims*, filed concurrently herewith. Capitalized terms used, but not otherwise defined, in this section shall have the respective meanings ascribed to them in the Cash Management Motion. Further, the summary of the Cash Management Motion in this First Day Declaration is qualified in its entirety by reference to the provisions of the Cash Management Motion.

cash management system or other actions described herein; (c) authorizing, but not directing, the Debtors to continue to maintain and use their existing deposit practices notwithstanding the provisions of section 345(b) of the Bankruptcy Code; (d) authorizing the Debtors to open and close bank accounts in the ordinary course of business; (e) authorizing, but not directing, the continuation of intercompany transactions among the Debtors; (f) according administrative expense status to postpetition intercompany claims arising from transactions among the Debtors; (g) authorizing the Banks with which the Debtors maintain their accounts to continue to maintain, service, and administer such accounts; and (h) authorizing the Debtors to maintain the Company Card Program.

91. The Debtors oversee the collection, disbursement, and movement of cash from their operations through a cash management system (the “**Cash Management System**”) that manages the Debtors’ cash inflows and outflows through a number of bank accounts. I believe the Cash Management System is critical to the Debtors’ operations, as it enables the Debtors to, among other things, (a) monitor cash receipts and ensure payment of necessary disbursements, (b) track various intercompany transfers and transactions between the Debtors and the Debtors and their non-Debtor affiliate, Boland, and (c) ensure accurate cash forecasting and reporting.

92. The Cash Management System includes a total of 54 Debtor bank accounts (together with any accounts opened after the Petition Date, the “**Bank Accounts**”), which are held at JPMorgan Chase Bank, N.A. (“**JPM**”), Wells Fargo Bank, National Association (“**Wells Fargo**”), Hancock Whitney Bank (“**Whitney**”), Bank of America, N.A. (“**BofA**”), National Bank of Kuwait (“**NBK**”), SpareBank (“**SpareBank**”), and International Bank of Azerbaijan (“**IBA**”) (collectively, the “**Banks**”).

93. Additionally, the Non-Debtor Affiliates maintain various bank accounts held at different foreign banks near the respective Non-Debtor Affiliate, as well as banks in the United States (the “**Non-Debtor Affiliate Accounts**”). Funds in the Non-Debtor Affiliate Accounts are held either in U.S. Dollars or in the currency local to the respective Non-Debtor Affiliate.

94. The Debtors understand that the Cash Management System is organized in a way that respects the separate cash funding and operating needs of the Debtors and the Non-Debtor Affiliates. The Debtors understand that the Cash Management System is divided into two separate structures: (a) the domestic structure, which includes the Debtors and certain U.S. Non-Debtor Affiliates (the “**Domestic Structure**”); and (b) the foreign structure, which includes bank accounts at non-U.S. entities, as well as foreign bank accounts of certain Debtor entities (the “**Foreign Structure**”).<sup>17</sup> The Debtors understand that, within the Domestic Structure, cash flows between the Debtor entities and certain Non-Debtor Affiliates in the ordinary course. The Debtors understand that the Foreign Structure operates independently with a few exceptions, as described below, and does not, in the ordinary course, rely on funding from Debtor Bank Accounts.

95. The Debtors understand that they pay fees and expenses to the Bank related to the costs of administering the Bank Accounts (the “**Bank Fees**”) on a monthly basis. The Debtors understand that, as of the Petition Date, the approximate balances of the Bank Accounts are as follows:

Account Name & Account Number	Debtor Account Holder	Approx. Balance as of the Petition Date
<i>Operating Accounts</i>		
Main Operating Account (x6990)	SESI, L.L.C.	\$14,210,000

<sup>17</sup> For purposes of this Motion, unless otherwise stated, the “Cash Management System” refers only to the Domestic Structure.

<b>Account Name &amp; Account Number</b>	<b>Debtor Account Holder</b>	<b>Approx. Balance as of the Petition Date</b>
Whitney Operating Account (x1440)	SESI, L.L.C.	\$2,158,000
<b><i>Payroll Account</i></b>		
Payroll Account (x6929)	SESI, L.L.C.	\$0
<b><i>Investment Accounts</i></b>		
Wells Fargo Investment Account (x7322)	SESI, L.L.C.	\$43,074,000
BofA Investment Account (x6a11)	SESI, L.L.C.	\$33,081,000
<b><i>Lockbox Accounts</i></b>		
International Snubbing Services Wells Fargo Lockbox (x6843)	International Snubbing Services, L.L.C.	\$0
Complete Energy Services Wells Fargo Lockbox (x8059)	Complete Energy Services, Inc.	\$0
Connection Technology Wells Fargo Lockbox (x5513)	Connection Technology, L.L.C.	\$0
H.B. Rentals Wells Fargo Lockbox (x1580)	H.B. Rentals L.C.	\$0
Warrior Energy Services Wells Fargo Lockbox (x1572)	Warrior Energy Services Corporation	\$0
Pumpco Energy Services Wells Fargo Lockbox (x9195)	Pumpco Energy Services, Inc.	\$0
Superior Energy Services, L.L.C. Wells Fargo Lockbox (x5837)	Superior Energy Services, L.L.C.	\$0
Superior Inspection Services Wells Fargo Lockbox (x5928)	Superior Inspection Services, L.L.C.	\$0

Account Name & Account Number	Debtor Account Holder	Approx. Balance as of the Petition Date
Workstrings International Wells Fargo Lockbox (x6827)	Workstrings International, L.L.C.	\$0
Connection Technology Whitney Lockbox (x1319)	Connection Technology, L.L.C.	\$0
H.B. Rentals Whitney Lockbox (x0959)	H.B. Rentals L.C.	\$0
International Snubbing Services Whitney Lockbox (x1394)	International Snubbing Services, L.L.C.	\$0
Warrior Energy Services Whitney Lockbox (x0211)	Warrior Energy Services Corporation	\$0
Superior Energy Services, L.L.C. Whitney Lockbox (x1548)	Superior Energy Services, L.L.C.	\$0
Superior Inspection Services Whitney Lockbox (x4482)	Superior Inspection Services, L.L.C.	\$0
Workstrings International Whitney Lockbox (x0131)	Workstrings International, L.L.C.	\$0
Stabil Drill Specialties Wells Fargo Lockbox (x6603)	Stabil Drill Specialties, L.L.C.	\$0
Stabil Drill Specialties Whitney Lockbox (x1467)	Stabil Drill Specialties, L.L.C.	\$0
<b>Disbursement Accounts</b>		

<b>Account Name &amp; Account Number</b>	<b>Debtor Account Holder</b>	<b>Approx. Balance as of the Petition Date</b>
Superior Energy Services, Inc. Disbursement (x6882)	Superior Energy Services, Inc.	\$884,000
Complete Energy Services Disbursement (x8117)	Complete Energy Services, Inc.	\$0
Connection Technology Wells Fargo Disbursement (x1114)	Connection Technology, L.L.C.	\$0
H.B. Rentals Wells Fargo Disbursement (x8141)	H.B. Rentals L.C.	\$0
International Snubbing Services Wells Fargo Disbursement (x8156)	International Snubbing Services, L.L.C.	\$0
PumpCo Energy Services Disbursement (x9203)	PumpCo Energy Services, Inc.	\$0
SESI, L.L.C. Disbursement (x1452)	SESI, L.L.C.	\$0
SPN Well Services Wells Fargo Disbursement (x2621)	SPN Well Services, LLC	\$0
SPN Well Services Wells Fargo Disbursement (x3651)	SPN Well Services, LLC	\$0
Superior Energy Services, L.L.C. Disbursement (x9605)	Superior Energy Services, L.L.C.	\$0
Superior Inspection Services Wells Fargo Disbursement (x1047)	Superior Inspection Services, L.L.C.	\$0
Warrior Energy Services Disbursement (x8175)	Warrior Energy Services Corporation	\$0



Account Name & Account Number	Debtor Account Holder	Approx. Balance as of the Petition Date
Workstrings International Disbursement (x0877)	Workstrings International, L.L.C.	\$0
Stabil Drill Specialties Disbursement (x8137)	Stabil Drill Specialties, L.L.C.	\$0
Connection Technology Whitney Disbursement (x1297)	Connection Technology, L.L.C.	\$0
CSI Technologies Disbursement (x5232)	CSI Technologies, LLC	\$0
International Snubbing Services Whitney Disbursement (x1408)	International Snubbing Services, L.L.C.	\$0
Superior Inspection Services Whitney Disbursement (x8305)	Superior Inspection Services, L.L.C.	\$0
Wild Well Control Disbursement (x5032)	Wild Well Control, Inc.	\$512,000
Wild Well Control Disbursement (x3363)	Wild Well Control, Inc.	\$93,000
<b><i>Restricted Cash Accounts</i></b>		
JPM Restricted Cash Account (x8181)	SESI, L.L.C.	\$25,003,000
Wells Fargo Restricted Cash Account (x5200)	SESI, L.L.C.	\$46,001,000
BofA Texas Department of Insurance Account (x0001)	SESI, L.L.C.	\$6,400,000
Whitney Restricted Cash Account (x0325)	Wild Well Control, Inc.	\$2,727,000

Account Name & Account Number	Debtor Account Holder	Approx. Balance as of the Petition Date
H.B. Rentals Whitney Disbursement (x3712)	H.B. Rentals L.C.	\$395,000
<b><i>Debtor Foreign Accounts<sup>18</sup></i></b>		
International Snubbing Services IBA (x4006)	International Bank of Azerbaijan	\$500
International Snubbing Services IBA (x4016)	International Bank of Azerbaijan	\$0
Warrior Energy Services NBK (x0675)	National Bank of Kuwait	\$2,504,000
Warrior Energy Services Corporation (x9546)	National Bank of Kuwait	\$6,000
Wild Well Control Sparebank (x0313)	Sparebank	\$92,000
Wild Well Control (x9927)	Sparebank	\$512,000

96. The Debtors understand that, in the ordinary course of business, they maintain business relationships and transactions with each other and with their Non-Debtor Affiliates (collectively, the “**Intercompany Transactions**”) that may result in intercompany receivables and payables (the “**Intercompany Claims**”) arising in most cases from the following types of transactions: (a) intercompany accounts receivable and payable and (b) intercompany loans, and capital contributions. The Debtors understand that, in the ordinary course of business, the Debtors make and receive corporate allocations and charges to and from the various Debtors and Non-

<sup>18</sup> Cash amounts held at each account with IBA are *de minimis*, and such accounts do not currently support active business operations.

Debtor Affiliates in respect of their proportional share of certain collective expenses including, most notably, corporate payroll and insurance costs. The Debtors maintain records of all transfers and, therefore, can trace and account for all Intercompany Transactions, and will continue to do so during the Chapter 11 Cases. I believe that, if the Intercompany Transactions were to be discontinued, the Cash Management System and related administrative controls would be disrupted to the detriment of the Debtors and all stakeholders.

97. The Debtors understand that the Foreign Structure operates independently and does not, in the ordinary course, rely on payments from the Debtor Bank Accounts. In certain instances historically, however, the Debtors made certain loans and investments to the Non-Debtor Affiliates in the Foreign Structure to grow foreign business operations, fund acquisitions and capital expenditures, and maintain reasonable amounts of working capital in such Non-Debtor Affiliates as is determined in the Debtors' business judgment. Such working capital has been beneficial to both the Debtors and Non-Debtor Affiliates. The Debtors do not anticipate needing to send funds and shall not send funds, without the consent of the advisors to the Ad Hoc Noteholder Group (as defined below), to Non-Debtor Affiliates during the pendency of the Chapter 11 Cases.

98. The Debtors understand that they receive payments from customers on account of product and service revenue, which are deposited directly into either the Lockbox Accounts or the Wild Well Account, depending on historical practices and the entity with which the customer has a relationship.

99. The Debtors understand that revenues from the Lockbox Accounts are either swept daily to the Main Operating Account or to the Whitney Operating Account (which periodically transfers funds to the Main Operating Account). The Debtors understand that cash concentrated

in the Main Operating Account is transferred to the Payroll Account or Disbursement Accounts for funding of expenses as needed.

100. The Debtors understand that, to satisfy their financial obligations to employees, vendors, and other third parties, they transfer cash into either the Payroll Account or the Disbursement Accounts. The Debtors understand that the Debtors issue or initiate payments to third parties by check, wire, or ACH Transfer, or authorize electronic draws directly to certain vendors. The Debtors understand that, where disbursements are made from the Payroll Account or the Disbursement Accounts on account of obligations of another Debtor or Non-Debtor Affiliate, such disbursements are recorded in the books and records as intercompany receivables due from such other Debtor or Non-Debtor Affiliate. The Debtors understand that, in addition to checks, wires, and ACH transfers, the Debtors have relationships with certain vendors whereby, after approval of an invoice by the Debtors' treasury department, the vendors in question are able to draw amounts owed to them directly from the Debtors' accounts on a weekly, bi-weekly, or monthly basis depending on the specific arrangement.

101. The Debtors understand that their Cash Management System also consists of Investment Accounts established to maximize the value of the Debtors' excess funds by earning a predictable rate of return in excess of the Debtors' other bank accounts. The Debtors understand that their treasury department can direct Wells Fargo to transfer funds from the Main Operating Account to either of the Investment Accounts. The Debtors understand that, if the treasury department anticipates a need for cash, it can also direct transfers of funds out of the Investment Accounts. Cash deposited in the Investment Accounts is invested in highly liquid funds that hold a mix of cash, U.S. Government securities and/or repurchase agreements that are fully collateralized by cash or government securities.

102. I believe that (a) the Debtors are able to work with the Banks to ensure that the goal of separation between the prepetition and postpetition periods is observed, and (b) enforcement of certain of the U.S. Trustee's requirements would disrupt the Debtors' operations and impose a financial burden on the Debtors' estates. Specifically, I believe that the creation of new debtor-in-possession accounts designated solely for tax obligations would be unnecessarily burdensome. I also believe that changing the Debtors' existing checks, correspondence, and other business forms would be expensive, unnecessary, and burdensome to the Debtors' estates. Therefore, I believe that the Debtors should be granted an extension of time to comply with the U.S. Trustee's requirements.

103. I also believe that the Debtors should be authorized to continue their deposit practices. I believe that maintaining the deposit practices is in the best interests of the Debtors, especially in light of the fact that all of the domestic Bank Accounts are insured by the FDIC.

104. The Debtors understand that they provide certain employees with access to corporate credit cards (the "**Company Cards**") maintained through JPM, Wells Fargo, Whitney, American Express, and WEX Bank (collectively, the "**Company Card Providers**"), to be used for authorized business expenses on behalf of the Debtors. The Debtors pay the balances that accrue under the Company Cards directly to the Company Card Providers on a monthly basis and they are solely liable for the amounts charged on the Company Cards, with no recourse to the individual employees. I believe the continued use of the Company Cards is critical to the Debtors' business operations insofar as it is one of the primary mechanisms by which employee expenses incurred in the ordinary course of employment are efficiently paid. It is my understanding that for the six months prior to the Petition Date, the Debtors' employees incurred approximately \$430,000 per month in the aggregate on account of business expenses charged to the Company Cards. The

Debtors anticipate that approximately \$175,000 will be outstanding on account of prepetition business expenses charged to the Company Cards as of the Petition Date.

105. I believe that immediate and irreparable harm would result if the relief requested in the Cash Management Motion is not granted. Continuity of the Cash Management System is critical to the Debtors' ongoing business operations. I believe that to require the Debtors to adopt a new cash management system at this early and critical stage would be expensive, impose needless administrative burdens, and cause undue disruption. Any disruption in the collection and disbursement of funds as currently implemented would adversely (and perhaps irreparably) affect the Debtors' ability operate effectively during the pendency of these Chapter 11 Cases and maximize estate value. Accordingly, I believe that it is in the best interest of the Debtors, their estates, and all parties in interest to grant the relief requested in the Cash Management Motion.

**(iii) Employee Wages Motion<sup>19</sup>**

106. By the Employee Wages Motion, the Debtors request entry of an order (a) authorizing the Debtors, in their discretion, and subject to the terms of the Order, to (i) pay or otherwise honor the Workforce Obligations to or for the benefit of the Employees, and, as applicable, the Independent Contractors for the Workforce Programs, and (ii) continue the Workforce Programs in the ordinary course of business during the pendency of the Chapter 11 Cases in the manner and to the extent that such Workforce Programs were in effect immediately prior to the filing of the Chapter 11 Cases; (b) authorizing the Debtors to pay any and all local,

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<sup>19</sup> **"Employee Wages Motion"** means the *Debtors' Emergency Motion for Entry of an Order (I) Authorizing (A) Payment of Prepetition Workforce Obligations and (B) Continuation of Workforce Programs on a Postpetition Basis, (II) Authorizing Payment of Payroll Taxes, (III) Confirming the Debtors' Authority to Transmit Payroll Deductions, (IV) Authorizing Payment of Prepetition Claims Owing to Administrators, and (V) Directing Banks To Honor Prepetition Checks and Fund Transfers for Authorized Payment*, filed concurrently herewith. Capitalized terms used, but not otherwise defined, in this section shall have the respective meanings ascribed to them in the Employee Wages Motion. Further, the summary of the Employee Wages Motion in this First Day Declaration is qualified in its entirety by reference to the provisions of the Employee Wages Motion.

state, federal, and foreign withholding and payroll-related or similar taxes, as applicable, relating to the prepetition Workforce Obligations; (c) authorizing, but not requiring the Debtors to continue to deduct and to transmit deductions from payroll checks as authorized by Employees, as required by any Workforce-related plan, program or policy, or as required by law; (d) authorizing, but not requiring, the Debtors to pay any prepetition claims owing to vendors and third party Administrators; and (e) authorizing and directing all banks to receive, process, honor, and pay all of the Debtors' prepetition checks and fund transfers on account of any obligations authorized to be paid pursuant hereto.

a. The Debtors' Workforce

107. As of the Petition Date, the Debtors' Workforce includes approximately 1,978 Employees (consisting of approximately 589 salaried and 1,389 hourly), as well as a number of Independent Contractors. The Debtors believe that the skills, expertise, and experience of the Workforce, as well as their relationships with customers and vendors and their knowledge of the Debtors' business and infrastructure, are essential to the Debtors' operations and ability to effectively maximize the value of their businesses during the Chapter 11 Cases.

b. Workforce Compensation Programs

108. *Employee Payroll and Payroll Deductions.* The Employees are paid wages and salaries on a bi-weekly basis and five days in arrears. In the six months prior to the Petition Date, the average payroll amount for each two-week pay period was approximately \$3,550,000, net of the Deductions. The Debtors estimate that, as of the Petition Date, they owe approximately \$1,830,000 in wages and salaries to Employees, net of Deductions. The Debtors do not believe that any Employees are owed wages or salary compensation in excess of the \$13,650 statutory cap pursuant to section 507(a)(4) of the Bankruptcy Code, nor are they seeking authority to pay any

amounts in excess of such cap pursuant to this Motion. Included in the Workforce Compensation Obligations are the payroll and benefits obligations that the Debtors pay on behalf of non-Debtor affiliate SESI Corporate. SESI Corporate's employees perform functions that are important to the Debtors' business enterprise as a whole. Although SESI Corporate and the Debtors have never entered into a formal agreement providing for such cost-sharing, the Debtors request authority by this Motion to continue to honor their arrangement with SESI Corporate, consistent with past practice, for the purpose of ensuring that the Workforce associated with both the Debtors and SESI Corporate alike is compensated for the services it provides to the enterprise.<sup>20</sup> The Debtors' Workforce Compensation Programs are described in further detail below.

109. As stated above, the Debtors' Workforce occasionally includes certain Independent Contractors. The number of Independent Contractors varies depending on the Debtors' needs at any given time. The Debtors pay the Independent Contractors directly. As of the Petition Date, the Debtors estimate that there are approximately \$95,000 in amounts due and owing to Independent Contractors.

110. In the ordinary course of their businesses, the Debtors make deductions from Employees' paychecks for payments to third parties on behalf of Employees for various federal, state, and local income, FICA, employment insurance, and other taxes, as well as for court ordered garnishments, savings programs, repayments for loans taken against the savings programs, benefit

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<sup>20</sup> In light of the Debtors' arrangement with SESI Corporate, prior to the Petition Date, the Debtors funded SESI Corporate to the extent they believe necessary to address SESI Corporate's liquidity needs through February 2021. Consequently, as of the Petition Date, the Debtors do not believe they have any outstanding obligations with respect to SESI Corporate, but request authority to make such payments in the ordinary course of business to the extent necessary. In addition, as a result of the timing of the Petition Date in relation to the Debtors' payroll schedule, the Debtors have funded SESI Corporate to the extent necessary to satisfy certain of their prepetition Workforce Compensation Obligations due and owing during the week of the Petition Date. This decision was made in order to avoid any interruption to the Debtors' workforce compensation as a result of any temporary suspension of activity in the Debtors' bank accounts shortly following the Petition Date.



plans, insurance and other similar programs. The Debtors estimate that, as of the Petition Date, accrued but not remitted Deductions total approximately \$1,020,000.

111. *PTO.* As part of their overall compensation, Employees are eligible, in certain circumstances, to receive PTO for, among other things, vacation, illness, and personal days. Each Employee's PTO accrues as hours are worked, but the amount of accrued PTO is not reflected in the Employees' PTO balance until the last day of each pay period. The amount of annual PTO hours awarded varies across different Debtor entities, depending on the length of employment of the Employee in question. The number of hours accrued per pay period is the total annual allotment divided by 26 (the number of pay periods in a year). Employees are also entitled to paid bereavement leave for up to three (3) eight-hour days, paid jury and civic duty leave, and paid voting leave to the extent Employees are not able to vote outside of regular working hours. The Debtors estimate that, as of the Petition Date, aggregate accrued but unpaid PTO liability for all Employees totals approximately \$4,420,000. This accrued amount, however, does not represent a true "cash" liability for the Debtors, as the Debtors anticipate that Employees will use most of their PTO in the ordinary course of business.

112. *Bonus Programs.* In the ordinary course of business, to encourage and reward outstanding performance, the Debtors offer their Employees (both Insiders and non-Insiders) the opportunity to earn Annual Bonuses. Annual Bonuses are calculated and awarded on a discretionary basis based on each Employee's performance. Different Debtors determine their own performance metrics for the Annual Bonuses based on the nature of their business. Annual Bonuses for each year are paid early in the next calendar year. The Annual Bonuses are not part of a retention or severance plan as contemplated by section 503(c) of the Bankruptcy Code. Historically, the Debtors have provided certain of their Employees with the opportunity to earn

additional compensation under the Long Term Incentive Plan (the “**LTIP**”) in the form of both cash and stock. In its current form, the LTIP consists of quarterly cash awards based on the amount of compensation that each Employee previously received under the LTIP in its original form. As of the Petition Date, the Debtors do not believe they owe any outstanding amounts on account of the Bonus Programs, nor do they believe any amounts will come due under the Bonus Programs during the Chapter 11 Cases.

c. Employee-Related Expenses

113. In addition to payroll, in the ordinary course of business, the Debtors either pay or reimburse eligible members of their Workforce in connection with: (a) reimbursement of business expenses; (b) the Per-Diem and Job Bonus Program; (c) reimbursement or payment of Mobile Expenses; (d) Tuition Expenses; (e) Vehicle Allowance; and (f) payment and reimbursement of the fees and expenses of the Debtors’ Directors. The Debtors estimate that as of the Petition Date, there are approximately \$530,000 outstanding in Employee-Related Expenses.<sup>21</sup>

d. Employee Benefit Programs

114. In the ordinary course of business, the Debtors offer eligible Employees, their eligible spouses and dependents, and certain former Employees various employee benefits, including, without limitation: (a) medical, prescription drug, dental, and vision coverage; (b) participation in the HSAs and FSAs; (c) participation in the Income Protection Plans; (d) the ability to participate in the 401(k) Program; (e) the ability to participate in Employee Assistance Program; and (f) workers’ compensation (collectively, the “**Employee Benefits Programs**” and, any obligations thereunder, the “**Employee Benefits Obligations**”). The Debtors estimate that as of

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<sup>21</sup> While not part of the LTIP or Annual Bonus Program, the Debtors have established an additional compensation program for approximately 57 non-Insider Employees, payable by SESI Corporate in three installments. Only the second of these installments, scheduled for January 18, 2021, will occur during the Chapter 11 Cases, and the Debtors are disclosing it out of an abundance of caution.

the Petition Date, there are approximately \$1,630,000 outstanding on account of the Employee Benefits Programs.

e. Honoring of Prepetition Workforce Obligations

115. The Debtors request authority to pay or provide, as they become due, all prepetition Workforce Obligations in the manner and as described in Sections B, C, and D of the Wages Motion. The Debtors estimate that the aggregate amount of the prepetition Workforce Obligations described above is approximately \$9,525,000.<sup>22</sup> Due to the disruption and uncertainty that typically accompanies a chapter 11 filing, I believe that the continuity and competence of the Debtors' Workforce would be jeopardized if the relief requested herein is not granted. Specifically, if the Debtors fail to honor and pay prepetition Employee Compensation Obligations, Employee Expense Obligations and Employee Benefits Obligations, in the ordinary course of business, the Debtors' Workforce will suffer extreme personal hardship and, in some cases, may be unable to pay their basic living expenses. This hardship would have a highly negative impact on Workforce morale and productivity, thereby resulting in immediate and irreparable harm to the Debtors' continuing operations and their estates. Accordingly, I believe that payment of these amounts is vital to preventing losses in the Debtors' Workforce during the pendency of the Chapter 11 Cases and to maintaining the continuity and stability of the Debtors' operations.

f. Postpetition Continuation of Workforce Programs

116. The Debtors also request confirmation of their right to continue to honor and perform their obligations with respect to all of the Workforce Programs. The Workforce Programs

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<sup>22</sup> As of the Petition Date, the Debtors are not aware of any amounts due and payable in connection with the Workers' Compensation Policies. However, given the nature of such liabilities, prepetition amounts due in connection with the Workers' Compensation Policies cannot be known until claims related thereto are submitted. Accordingly, out of an abundance of caution, the Debtors request authority to pay any amounts due in connection with the Workers' Compensation Policies in the ordinary course, regardless of whether such amounts arose before or after the Petition Date.

are essential to the Debtors' efforts to maintain Workforce morale, reward performance through certain incentives, minimize attrition, and preserve the continuity and stability of the Debtors' operations. I believe that the expenses associated with the Workforce Programs are reasonable and cost-efficient in light of the potential attrition, loss of morale, loss of productivity, and disruption of business operations that would occur if the Workforce Programs were discontinued.

g. Payments to Administrators

117. With respect to the Employee compensation and benefits described above, the Debtors contract with several Administrators. The Debtors pay certain of these Administrators' fees and expenses incurred in connection with the administration of the Workforce Programs. Specifically, based on the six months prior to the Petition Date, the Debtors paid a monthly average of approximately \$280,000 to the Administrators. As of the Petition Date, the Debtors estimate they owe approximately \$340,000 to the Administrators. I believe that the Administrators may fail to adequately and timely perform or may terminate their services to the Debtors unless the Debtors pay the Administrators' prepetition claims for administrative services rendered and expenses incurred. A need to engage replacement Administrators postpetition likely would cause significant disruption to the payment of benefits and other obligations to the Workforce.

h. Honoring of Prepetition Checks

118. Prior to the Petition Date, the Debtors paid certain of their prepetition Workforce Obligations with checks that had not been presented for payment as of the Petition Date. In order to ensure the orderly payment of the prepetition Workforce Obligations, the Debtors request that the Court enter the Order authorizing the Debtors' banks to honor any such checks that are drawn on the Debtors' accounts, and authorizing the banks to rely on the representations of the Debtors as to which checks are subject to the Employee Wages Motion. To the extent that any such checks

are nevertheless refused payment, the Debtors additionally request authority to replace any checks or electronic fund transfers that may be dishonored and to reimburse any related expenses that may be incurred as a result of any bank's failure to honor a prepetition check or electronic fund transfer.

**(iv) Insurance and Bonding Motion<sup>23</sup>**

119. By the Insurance and Bonding Motion, the Debtors request entry of an order authorizing them to: (a) pay prepetition obligations arising under their ordinary course insurance and bonding programs; (b) in the ordinary course of business pay all postpetition obligations relating to the insurance coverage and related programs and the Debtors' surety bond program as such payments become due; (c) revise, extend, supplement, change, terminate, and/or replace the Debtors' insurance coverage, or purchase new, supplemental, or replacement surety bonds as needed in the ordinary course of business; and (d) maintain or renew current, or enter into new, postpetition financing arrangements with respect to insurance premiums.

a. The Debtors' Insurance Obligations

120. In the ordinary course of business, the Debtors maintain certain insurance policies that are administered by multiple third-party Insurance Carriers, which provide coverage for, among other things, general liability, commercial automobile liability, commercial property liability, employment practices liability and fiduciary liability, umbrella liability, excess liability, contractors risk, directors' and officers' liability, workers compensation, inland marine, aviation,

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<sup>23</sup> **"Insurance and Bonding Motion"** means the *Debtors' Emergency Motion for Entry of an Order (I) Authorizing (A) Payment of Prepetition Insurance Obligations, (B) Payment of Prepetition Bonding Obligations, (C) Maintenance of Postpetition Insurance Coverage, (D) Maintenance of Bonding Program, and (E) Maintenance of Postpetition Financing of Insurance Premiums, and (II) Granting Related Relief*, filed concurrently herewith. Capitalized terms used, but not otherwise defined, in this section shall have the respective meanings ascribed to them in the Insurance and Bonding Motion. Further, the summary of the Insurance and Bonding Motion in this First Day Declaration is qualified in its entirety by reference to the provisions of the Insurance and Bonding Motion.

pollution, well control, and professional. The Insurance Policies provide coverage that is typical in scope and amount for businesses within the Debtors' industry.

121. The total amount paid in annual premiums for all of the Insurance Policies for the policy year of 2020 is approximately \$13,863,335. Monthly payments to Insurance Carriers in connection with loss runs for Insurance Policies in the last 12 months have averaged approximately \$545,000. The Debtors' Insurance Policies are annual policies that renew at various times throughout each year. As of the Petition Date, the Debtors have no Insurance Policies that will expire before January 31, 2021.

122. I believe that the Debtors' maintenance of their relationships with the Insurance Carriers and the Insurance Brokers is critical to ensuring the continued availability of insurance coverage and reasonable pricing of such coverage for future policy periods. Accordingly, the Debtors request authorization to pay any Prepetition Insurance Obligations to the Insurance Carriers and the Insurance Brokers, as applicable, to the extent that the Debtors determine, in their sole discretion, that such payment is necessary to avoid cancellation, default, alteration, assignment, attachment, lapse, or any form of impairment to the coverage, benefits, or proceeds provided under the Insurance Policies, and to maintain good relationships with the various Insurance Carriers and the Insurance Brokers. The Debtors additionally request, out of an abundance of caution and subject to the terms of the Order, authority to renew or replace the Insurance Policies as necessary in the ordinary course.

b. The Debtors' Bonding Program

123. In the ordinary course of business, the Debtors are required by certain applicable statutes, rules, and regulations to participate in the Bonding Program, pursuant to which the Debtors provide surety bonds to certain third parties to secure the Debtors' payment or

performance of certain obligations, often to governmental units or other public agencies. The Bonding Program generally covers reclamation, permits and taxes, conservation and environmental obligations, and other miscellaneous items. As of the Petition Date, the Debtors' outstanding surety bonds were issued by four separate sureties: (a) RLI Corp (81 surety bonds totaling approximately \$91,471,300); (b) Aspen Insurance (six surety bonds totaling approximately \$122,500); (c) IndemCo (three surety bonds totaling approximately \$30,000); and (e) Zurich Insurance Group (two surety bonds totaling \$10,000).

124. The premiums for the surety bonds are generally determined on an annual basis and are paid when the bonds are issued and annually upon renewal. Such premiums are generally approximately 1.0% of the total amount of the surety bond and are paid to the Surety Broker who in turn pays the Sureties. The total amount paid in annual premiums and payments associated with all of the surety bonds in 2019 was approximately \$759,162. As of the Petition Date, the Debtors believe that there are approximately \$6,700 in outstanding premium payments on account of the Prepetition Bonding Obligations.

125. To continue their business operations, I believe that the Debtors must be able to provide financial assurances to federal and state governments, regulatory agencies, and other third parties. This, in turn, requires the Debtors to maintain access to the existing Bonding Program, including by paying the Bonding Obligations as they come due, maintaining required letters of credit, and paying any indemnity obligations that may arise in connection with the Bonding Program in the ordinary course of business, as well as by renewing or potentially acquiring additional bonding capacity as needed in the ordinary course of their businesses, requesting releases from obsolete bonding obligations, and executing other agreements in connection with the Bonding Program.

(v) **Tax Motion**<sup>24</sup>

126. By the Tax Motion the Debtors request authority to pay prepetition Taxes and Fees.

Prior to the Petition Date, the Debtors incurred obligations related to the Taxes and Fees, which include:

- **Franchise and Business Taxes.** The Debtors are required to pay various taxes, including the CAT, in order to conduct business in the ordinary course.
- **Income Taxes.** In the ordinary course of operating their businesses, the Debtors incur federal income taxes that are required to conduct business in the ordinary course. The Debtors believe that they are current with respect to payment of income taxes, but out of an abundance of caution seek authority to pay any prepetition income taxes.
- **Property Taxes.** State and local laws in the jurisdictions where the Debtors operate general grant Taxing Authorities the power to levy property taxes against the Debtors' real and personal property. To avoid the imposition of statutory liens on their real and personal property, the Debtors typically pay property taxes in the ordinary course of business.
- **Sales and Use Taxes.** The Debtors incur, collect, and remit sales taxes to the Taxing Authorities in connection with the sale and use of certain goods and services. Accordingly, the Debtors seek authority to pay and remit any such prepetition sales and use taxes to the relevant Taxing Authorities.
- **Government Regulatory Taxes/Licensing Fees.** The Debtors incur various taxes and obligations related to regulatory fees and the granting of licenses that are required to conduct business in the ordinary course.
- **Other Taxes.** In addition, the Debtors incur various other taxes, such as IFTA and Gross Production taxes, which are required to conduct business in the ordinary course.

127. Although, as of the Petition Date, the Debtors believe that they are substantially current in the payment of assessed and undisputed Taxes and Fees, certain Taxes and Fees

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<sup>24</sup> **"Tax Motion"** means the *Debtors' Emergency Motion for Entry of an Order Authorizing Payment of Prepetition Taxes and Fees*, filed concurrently herewith. Capitalized terms used, but not otherwise defined, in this section shall have the respective meanings ascribed to them in the Tax Motion. Further, the summary of the Tax Motion in this First Day Declaration is qualified in its entirety by reference to the provisions of the Tax Motion.



attributable to the prepetition period may not yet have become due and owing or may be or become subject to audit by the applicable Taxing Authority. The Debtors' estimate of Taxes and Fees accrued prior to the Petition Date is as follows:

Category	Estimated Amount
Franchise and Business Taxes	\$220,000
Income Taxes	\$676,000
Property Taxes	\$8,980,000
Sales and Use Taxes	\$974,000
Other Taxes	\$23,000
Government Regulatory Taxes/Licensing Fees	\$17,000

128. By paying the Taxes and Fees in the ordinary course of business, as and when due, I believe that the Debtors will avoid unnecessary disputes with the Taxing Authorities—and expenditures of time and money resulting from such disputes—over myriad issues that are typically raised by the Taxing Authorities as they attempt to enforce their rights to collect Taxes and Fees. Moreover, certain of the Taxes and Fees may be considered to be obligations as to which the Debtors' officers and directors may be held directly or personally liable in the event of nonpayment. I believe that these collection efforts by the Taxing Authorities would create obvious distractions for the Debtors and their officers and directors in their efforts to bring the Chapter 11 Cases to a successful conclusion.

**(vi) Utilities Motion<sup>25</sup>**

129. By the Utilities Motion, the Debtors request entry of an order approving procedures that would provide adequate assurance of payment to the Utility Companies under section 366 of

<sup>25</sup> **"Utilities Motion"** means the *Debtors' Emergency Motion for Entry of an Order (I) Prohibiting Utility Companies from Altering or Disconnecting Service on Account of Prepetition Invoices, (II) Approving Deposit as Adequate Assurance of Payment, and (III) Establishing Procedures for Resolving Requests by Utility Companies for Additional Assurance of Payment*, filed concurrently herewith. Capitalized terms used, but not otherwise defined, in this section shall have the respective meanings ascribed to them in the Utilities Motion. Further, the summary of the

the Bankruptcy Code, while allowing the Debtors to avoid the threat of imminent termination of the Utility Services.

130. As of the Petition Date, approximately 190 Utility Companies provide Utility Services to the Debtors at various locations. The Utility Companies service the Debtors' operations and facilities related to the Debtors' businesses. The success and smooth operation of the Debtors' businesses depend on the reliable delivery of electricity, water and the other Utility Services. The Debtors require the Utility Services to operate their headquarters, conduct day-to-day business operations, and maintain the equipment they use to service their customers. I am not currently aware of any past-due amounts owed to any of the Utility Companies. Based on the timing of the filings in relation to the Utility Companies' billing cycles, however, there may be outstanding invoices reflecting prepetition utility costs that have been incurred by the Debtors but for which payment is not yet due, as well as prepetition utility costs for services provided since the end of the last billing cycle that have not yet been invoiced.

131. I understand that the Debtors intend to pay any postpetition obligations owed to the Utility Companies in a timely manner. Nevertheless, to provide adequate assurance of payment for future services to the Utility Companies, the Debtors will deposit \$395,000, which is an amount equal to approximately fifty percent (50%) of the estimated monthly cost of the Utility Services, into a segregated, non-interest-bearing account, within thirty days of the Petition Date (the "**Adequate Assurance Deposit**"). As to each Utility Company, the amount of the Adequate Assurance Deposit will be equal to fifty percent (50%) of the Debtors' estimated monthly cost of Utility Services, calculated based on the Debtors' average expenses for such Utility Services

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Utilities Motion in this First Day Declaration is qualified in its entirety by reference to the provisions of the Utilities Motion.

during the twelve (12) full months preceding the Petition Date minus any deposits held by the Utility Company. The Adequate Assurance Deposit will be maintained during the Chapter 11 Cases, which may be adjusted and/or reduced by the Debtors to account for any of the following: (a) to the extent that the Adequate Assurance Deposit includes any amount on account of a company that the Debtors subsequently determine is not a “utility” within the meaning of section 366 of the Bankruptcy Code; (b) an adjustment or payment made in accordance with the Delinquency Notice Procedures described in the Utilities Motion; (c) the termination of a Utility Service by a Debtor regardless of any Additional Adequate Assurance Request; (d) the closure of a utility account with a Utility Company for which funds have been contributed for the Adequate Assurance Deposit; (e) with the consent of the Ad Hoc Noteholder Group, any additional utility providers that are currently not listed on Exhibit A to the Utilities Motion are discovered; or (f) any other arrangements with respect to adequate assurance of payment reached by a Debtor with individual Utility Companies; *provided*, that, (a) with respect to a company that the Debtors subsequently determine is not a “utility” within the meaning of section 366 of the Bankruptcy Code, the Debtors may adjust and/or amend the balance of the Adequate Assurance Deposit upon fourteen (14) days’ advance notice to such company; or, (b) with respect to the Debtors’ termination of a Utility Service or closure of a utility account with a Utility Company, the Debtors may adjust and/or amend the balance of the Adequate Assurance Deposit upon reconciliation and payment by the Debtors of such Utility Company’s final invoice in accordance with applicable nonbankruptcy law, to the extent that there are no outstanding disputes related to postpetition payments due.

132. I also understand that the Utilities Motion outlines and seeks this Court’s approval of certain Additional Adequate Assurance Procedures in the event that any Utility Company

requests additional adequate assurance of payment. I believe that the Additional Adequate Assurance Procedures are necessary and appropriate to implement an orderly process to determine any challenges to the adequacy of the Debtors' Adequate Assurance Deposit.

**(vii) Customer Programs Motion<sup>26</sup>**

133. By the Customer Programs Motion, the Debtors request entry of an order authorizing the Debtors, in their discretion, to continue, enforce, renew, replace, implement new and/or terminate their Customer Programs (as defined below) and any other customer practices as the Debtors deem appropriate, without further application to the Court.

134. Before the Petition Date and in the ordinary course of their businesses, the Debtors entered into certain master services agreements and other equipment rental agreements (together, the "**Customer Contracts**") and established various programs with certain customers, both domestically in the United States and certain international areas, including the Warranty Program and the Pre-Payment Program (together, the "**Customer Programs**"), each of which is described in more detail below and in the Customer Programs Motion.

135. *The Warranty Program.* The Debtors provide limited warranties to Customers pursuant to the Customer Contracts. Under the Warranty Program, the Debtors agree to maintain certain standards with respect to the quality and specifications of their tools, equipment, services, and workmanship. Despite there being variations to the warranty provisions in the Customer Contracts, in general, in the event the Debtors' performance does not meet the required applicable standards, the Debtors agree to replace the defective work product or re-perform such work at no

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<sup>26</sup> "**Customer Programs Motion**" means the *Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to Continue their Customer Programs and (II) Granting Related Relief*, filed concurrently herewith. Capitalized terms used, but not otherwise defined, in this section shall have the respective meanings ascribed to them in the Customer Programs Motion. Further, the summary of the Customer Programs Motion in this First Day Declaration is qualified in its entirety by reference to the provisions of the Customer Programs Motion.

additional cost to the customer. Under some of the Customer Contracts, the Debtors must refund or credit the customer in question for the cost of the defective work. In addition, in some instances, the Debtors warrant or guarantee to repair or replace, solely at their cost and expense, any of the customer's materials and equipment that have been damaged or destroyed as a result of the Debtors' work.

136. Credits provided by the Debtors to customers for defective work, under the Warranty Program, can take various forms including, but not limited to, (a) billing future work at a reduced rate, (b) charging for less than the actual period worked, (c) reclassifying the type of services or equipment used to a less-costly category, and (d) crediting a portion of the customer's payment toward future services.

137. The Debtors do not believe that any prepetition amounts are due and payable under the Warranty Program as of the Petition Date. Nonetheless, the relief requested in the Customer Programs Motion, out of an abundance of caution, includes the authority to incur, honor, pay, or otherwise satisfy any and all ordinary course prepetition and postpetition obligations related to the Warranty Program.

138. *The Pre-Payment Program.* From time to time and in the ordinary course of business, the Debtors also enter into Customer Contracts that involve pre-payments to the Debtors for services yet to be performed or rental equipment yet to be provided (the "**Pre-Payment Program**"). The Debtors record the prepayment as a deferred revenue liability until such services have been provided. The Debtors believe they have up to \$6.8 million of this type of deferred revenue as of the Petition Date.

139. I do not believe that, as of the Petition Date, any monetary prepetition amounts are due and payable under the Pre-Payment Program. Nonetheless, the relief requested by the

Customer Programs Motion, out of an abundance of caution, includes the authority to incur, honor, pay or otherwise satisfy any and all ordinary course prepetition and postpetition obligations related to the Pre-Payment Program.

140. I believe the continuance of the Customer Programs or the implementation of new customer practices in the ordinary course of the Debtors' business as the Debtors' deem necessary is in the best interests of the Debtors and all parties in interest. I also believe that the relief requested in the Customer Programs Motion represents a sound exercise of the Debtors' business judgment and is necessary to avoid immediate and irreparable harm. Accordingly, I believe that the relief requested in the Customer Programs Motion should be granted.

**(viii) All-Trade Motion<sup>27</sup>**

141. By the All-Trade Motion, the Debtors request entry of an order authorizing the Debtors to pay, in the ordinary course of business, Prepetition Trade Claims of certain Prepetition Trade Creditors. The Prepetition Trade Claims are comprised of (a) Oilfield Servicing Suppliers (for which the Debtors owe \$10,092,000 on account of prepetition claims), (b) Vehicle and Logistics Vendors (for which the Debtors owe \$4,299,000 on account of prepetition claims), (c) Equipment Servicing Suppliers (for which the Debtors owe \$7,534,000 on account of prepetition claims), and (d) Other Prepetition Trade Creditors (for which the Debtors owe \$5,609,000 on account of prepetition claims).

142. The Debtors provide a wide variety of services and products to the energy industry. The Debtors serve major and independent oil and natural gas exploration and production

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<sup>27</sup> **"All-Trade Motion"** means the *Debtors' Emergency Motion for Entry of an Order Authorizing the Payment of Prepetition Trade Claims of Certain Creditors in the Ordinary Course of Business*, filed concurrently herewith. Capitalized terms used, but not otherwise defined, in this section shall have the respective meanings ascribed to them in the All-Trade Motion. Further, the summary of the All-Trade Motion in this First Day Declaration is qualified in its entirety by reference to the provisions of the All-Trade Motion.

companies and offer services and products with respect to the various phases of a well's economic life cycle. The Debtors' services and products primarily consist of: (a) rentals of downhole drilling tools and surface rentals, including drill pipe, landing strings, and completion tubulars; (b) manufacturing and rental of bottom hole tools, including stabilizers, non-magnetic drill collars, and hole openers; (c) rental of temporary onshore and offshore accommodations modules and accessories; (d) well intervention services required to enhance, maintain, and extend the productive life of oil and gas wells through workover services, coiled tubing, cased hole and mechanical wireline hydraulic workover and snubbing, pressure control and production testing and optimization; (e) fluid management services to obtain, move, store and dispose of fluids that are used or generated in the various phases of a well's life cycle; (f) manufacturing, installation, and other services involved in the completion phase of an offshore well to control sand and maximize oil and gas production; (g) well control services, including blowout and pressure control emergency response, relief well planning, engineering and environmental consulting and training services; and (h) the production and sale of oil and gas. The Debtors rely on a number of vendors, both suppliers and service providers, in order to maintain continuity within the enterprise.

143. Although certain of the Prepetition Trade Creditors are party to contracts with the Debtors, if the Debtors fail to pay the Prepetition Trade Claims owed to such Prepetition Trade Creditors on a timely basis, certain of those parties may discontinue service or seek to terminate the contracts, notwithstanding the automatic stay under section 362 of the Bankruptcy Code or the provisions of section 365 of the Bankruptcy Code. Even if a Prepetition Trade Creditor is required pursuant to the Bankruptcy Code to continue performing under a contract with the Debtors, if it nevertheless does not comply with its obligations, I believe there could be a significant impact on the Debtors' business, as enforcement could be costly, and even a brief delay in the Debtors' access

to the goods and services provided by such parties could potentially cause harm to the Debtors' business and reputation.

144. Further, I believe that the requested relief would benefit the Debtors' estates with little or no downside risk. The Debtors' Plan already contemplates payment in full of all Allowed General Unsecured Claims against all Debtors other than the Parent (which includes all Prepetition Trade Claims). Thus, the relief sought by the Motion, assuming the Plan is ultimately confirmed by the Court, alters only the timing of payments and not whether the Prepetition Trade Claims will be paid.

**(ix) Equity Trading Motion<sup>28</sup>**

145. By the Equity Trading Motion, the Debtors seek entry of a final order authorizing the Debtors to establish Stock Procedures to protect the potential value of NOLs and other Tax Attributes of one or more of the Debtors for U.S. federal income tax purposes in connection with the reorganization of the Debtors.

146. The Stock Procedures would apply to common stock of Debtor Superior Energy Services, Inc. ("**Superior Stock**"), and any options or similar rights to acquire such stock ("**Options**").

147. The Debtors' consolidated group possesses significant Tax Attributes, including, as of September 30, 2020, estimated consolidated federal NOLs of approximately \$329 million, estimated FTCs of approximately \$56 million, substantial state NOLs, and potential Built-in Losses. The Debtors believe that their significant Tax Attributes that would be severely impaired

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<sup>28</sup> "**Equity Trading Motion**" means the *Debtors' Emergency Motion for Entry of an Order (I) Establishing Notification Procedures and (II) Approving Restrictions on Certain Transfers of Stock of Debtors*, filed concurrently herewith. Capitalized terms used, but not otherwise defined, in this section shall have the respective meanings ascribed to them in the Equity Trading Motion. Further, the summary of the Equity Trading Motion in this First Day Declaration is qualified in its entirety by reference to the provisions of the Equity Trading Motion.



by the occurrence of an Ownership Change during the pendency of the Chapter 11 Cases. Therefore, it is in the best interests of the Debtors and their stakeholders to restrict acquisitions of Superior Stock, exercise of any Option to acquire Superior Stock, or other transactions that could result in an Ownership Change occurring before the effective date of a chapter 11 plan or any applicable bankruptcy court order. The Debtors understand that such restriction would protect their ability to use the Tax Attributes during the pendency of the Chapter 11 Cases and potentially thereafter to offset gain or other income recognized in connection with the Debtors' sale or ownership of their assets, which may be significant in amount. In the event a pre-effective-date Ownership Change occurred, the resulting limitation on the Debtors' Tax Attributes primarily depends on the value of the Superior Stock at such time, and thus becomes increasingly severe as the value of the Superior Stock decline.

a. The Proposed Stock Procedures Relating to the Superior Stock

148. By establishing Stock Procedures for monitoring the ownership and acquisitions of Superior Stock, the Debtors can preserve their ability to seek the necessary relief if it appears that any such acquisition(s) may impair the Debtors' ability to use their Tax Attributes. Therefore, the Debtors propose the following Stock Procedures:

- Notice of Substantial Stock Ownership. Any Person (as such term is defined in Exhibit 1 to the proposed Final Order) that Beneficially Owns, at any time on or after the Petition Date, at least 704,278 shares of Superior Stock (a "**Substantial Stockholder**") shall file with this Court and serve upon the Disclosure Parties a Substantial Stock Ownership Notice in substantially the form annexed to the proposed Final Order as Exhibit 3, which describes specifically and in detail such Person's ownership of Superior Stock, on or before the date that is five calendar

days after the later of (x) the date the Final Order granting the requested relief is entered or (y) the date such Person qualifies as a Substantial Stockholder.

- Acquisition of Superior Stock. At least twenty calendar days prior to the proposed date of any transfer of Superior Stock, exercise of any Option to acquire Superior Stock, or other transaction that would result in an increase in the amount of Superior Stock Beneficially Owned, by any Person that currently is or, as a result of the proposed transaction, would be a Substantial Stockholder (a “**Proposed Stock Acquisition Transaction**”), such Person or Substantial Stockholder (a “**Proposed Stock Transferee**”) shall file with this Court and serve upon the Disclosure Parties a Stock Acquisition Notice, in substantially the form annexed to the proposed Final Order as Exhibit 2, which describes specifically and in detail the Proposed Stock Acquisition Transaction.
- Disposition of Superior Stock. At least twenty calendar days prior to the proposed date of any transfer of Superior Stock, or other transaction, that would result in a decrease in the amount of Superior Stock Beneficially Owned by any Person that prior to such transfer is a Substantial Stockholder (a “**Proposed Stock Transfer**”), such Person or Substantial Stockholder (a “**Proposed Stock Transferor**”) shall file with this Court and serve upon the Disclosure Parties a Stock Transfer Notice, in substantially the form annexed to the proposed Final Order as Exhibit 4, which describes specifically and in detail the Proposed Stock Transfer.
- Objection Procedures. The Debtors, counsel to the Ad Hoc Group, and any Official Committee shall have seventeen calendar days after the receipt of a Stock Acquisition Notice or a Stock Transfer Notice (the “**Objection Period**”) to file with

the Court and serve on a Proposed Stock Transferee or Proposed Stock Transferor, as applicable, an Objection to any Proposed Stock Acquisition Transaction described in such Stock Acquisition Notice or any Proposed Stock Transfer described in such Stock Transfer Notice. If the Debtors, counsel to the Ad Hoc Group, or any Official Committee files an Objection by the Objection Deadline, then the applicable Proposed Stock Acquisition Transaction or Proposed Stock Transfer shall not be effective unless approved by a final and nonappealable order of this Court or such Objection is withdrawn. If none of the Debtors, counsel to the Ad Hoc Group, or any Official Committee file an Objection by the Objection Deadline, or if the Debtors, counsel to the Ad Hoc Group, and any and all Official Committees provide written authorization to the Proposed Stock Transferee or the Proposed Stock Transferor, as applicable, approving the Proposed Stock Acquisition Transaction or Proposed Stock Transfer, then such Proposed Stock Acquisition Transaction or Proposed Stock Transfer may proceed solely as specifically described in the relevant Stock Acquisition Notice or Stock Transfer Notice, as applicable. Any further or alternative Proposed Stock Acquisition Transaction or Proposed Stock Transfer must be the subject of an additional Stock Acquisition Notice or Stock Transfer Notice, as applicable, and Objection Period.

149. Due to the importance of the Debtors' Tax Attributes to the value of the estate, I believe that the relief requested in the Equity Trading Motion should be granted.

### **C. CONCLUSION**

150. The Debtors' ultimate goal in the Chapter 11 Cases is to maximize the value of the estate through a plan process that contemplates the payment, refinancing, and complete

equitization of the their prepetition indebtedness. In the near term, however, to minimize any loss of value of their businesses during the Chapter 11 Cases, the Debtors' immediate objective is to maintain a business-as-usual atmosphere during the early stages of the Chapter 11 Cases, with as little interruption or disruption to the Debtors' operations as possible. I believe that if the Court grants the relief requested in each of the First Day Pleadings, the prospect for achieving these objectives and confirmation of the Plan will be substantially enhanced.

151. I hereby certify that the foregoing statements are true and correct to the best of my knowledge, information and belief, and respectfully request that all of the relief requested in the First Day Pleadings be granted, together with such other and further relief as is just.

I declare under penalty of perjury that, to the best of my knowledge, the foregoing is true and correct.

Executed this 7<sup>th</sup> day of December, 2020.

/s/ Westervelt T. Ballard, Jr.

Westervelt T. Ballard, Jr.

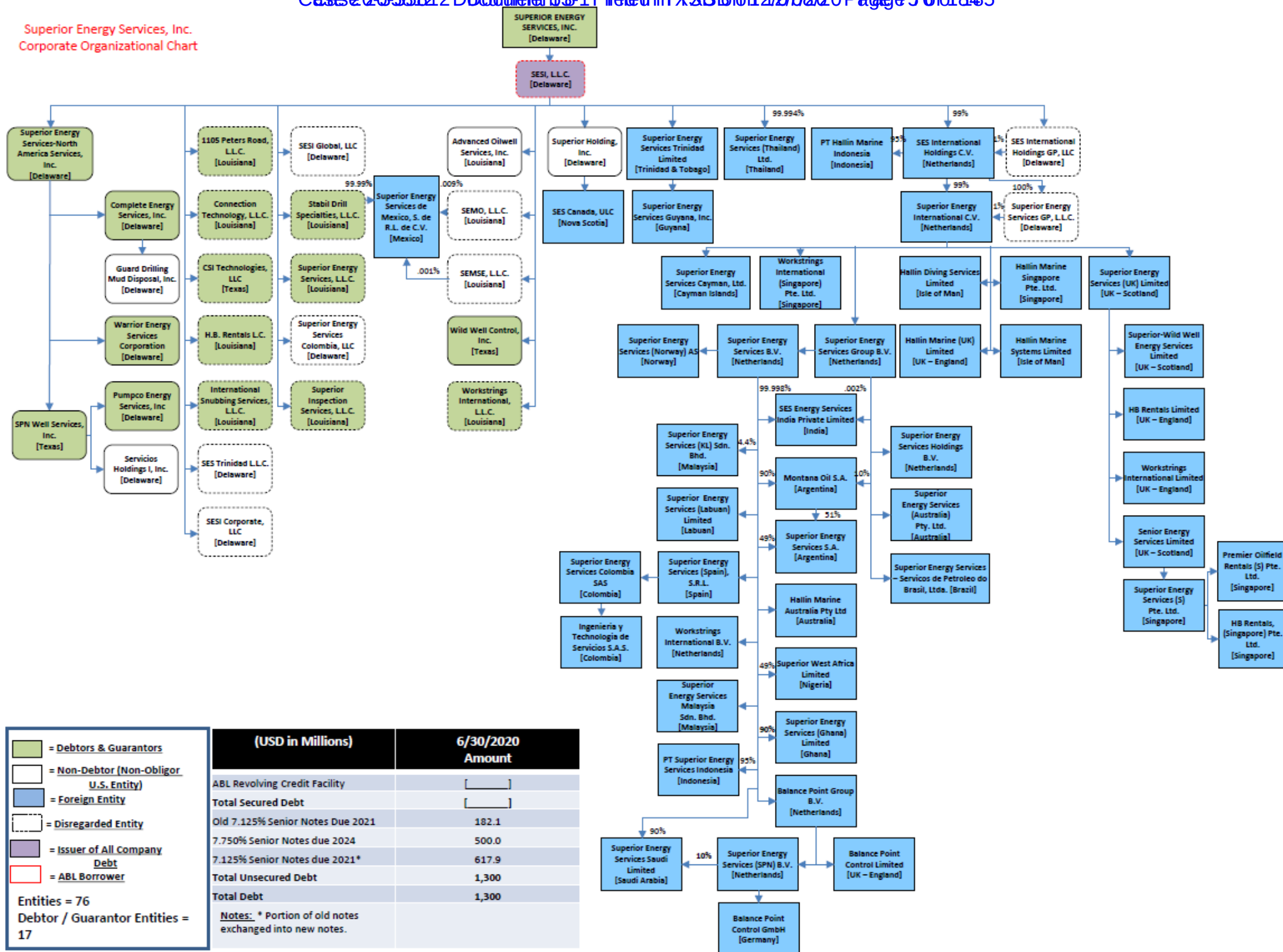
Executive Vice President, Chief Financial  
Officer, and Treasurer

Signature Page to Declaration

**Exhibit A**

**Organizational Chart**

Superior Energy Services, Inc.  
Corporate Organizational Chart



**Exhibit B**

**Restructuring Support Agreement**



## **AMENDED AND RESTATED RESTRUCTURING SUPPORT AGREEMENT**

This Amended and Restated Restructuring Support Agreement (the “**A&R RSA**”), dated as of December 4, 2020, is entered into by and among (i) Superior Energy Services, Inc. (“**Parent**”), (ii) each direct and indirect wholly-owned, domestic subsidiary of Parent party hereto (each an “**SPN Subsidiary**,” and together with Parent, the “**Company**”), and (iii) the Noteholders (as defined below) party hereto (the “**Consenting Noteholders**” and, together with the Company, the “**Parties**” and each a “**Party**”) and amends and restates the Restructuring Support Agreement (the “**Original RSA**”) dated as of September 29, 2020 (the “**Agreement Effective Date**”), by and among the Parties (as amended by that certain First Amendment to Restructuring Support Agreement dated as of October 14, 2020 (the “**First Amendment**”), that certain Second Amendment to Restructuring Support Agreement dated as of October 22, 2020 (the “**Second Amendment**”) this A&R RSA, and as amended, restated, supplemented or otherwise modified from time to time, the “**Agreement**”).

### **RECITALS**

WHEREAS, reference is made to that certain Fifth Amended and Restated Credit Agreement, dated as of October 20, 2017 (as amended, restated, modified, supplemented or replaced from time to time), by and among SESI, L.L.C., a Delaware limited liability company and a wholly owned subsidiary of Parent (“**SESI**”), as borrower, Parent and the other guarantors party thereto from time to time, JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, together with any successor agent, the “**ABL Agent**”), and the lenders party thereto from time to time (the “**ABL Lenders**,” such agreement, the “**ABL Agreement**,” and such facility, the “**ABL Facility**”). Any and all claims and obligations arising under or in connection with the ABL Agreement and related loan documents are defined herein as the “**ABL Claims**.” As of the date hereof, the ABL Facility had an aggregate outstanding principal amount of \$48,477,076 in the form of letters of credit (the “**Aggregate Outstanding ABL Amount**”), plus any accrued but unpaid interest, fees, costs, expenses, and other amounts payable thereunder in accordance with the terms of the ABL Agreement;

WHEREAS, reference is made to (a) that certain Indenture, dated as of December 6, 2011 (as amended, restated, modified, supplemented or replaced from time to time, the “**2021 Indenture**”), by and among SESI, as issuer, each of the guarantors party thereto from time to time, The Bank of New York Mellon Trust Company, N.A., as trustee (in such capacity, together with any successor trustee thereto, the “**2021 Notes Trustee**”), and the noteholders party thereto from time to time (the “**2021 Noteholders**”), governing the issuance of the 7.125% Senior Notes due 2021 (the “**2021 Notes**”), and (b) that certain Indenture, dated as of August 17, 2017 (as amended, restated, modified, supplemented or replaced from time to time, the “**2024 Indenture**” and, together with the 2021 Indenture, the “**Indentures**”), by and among SESI, as issuer, each of the guarantors party thereto from time to time, The Bank of New York Mellon Trust Company, N.A., as trustee (in such capacity, together with any successor trustee thereto, the “**2024 Notes Trustee**”, and, together with the 2021 Notes Trustee, the “**Notes Trustee**”), and the noteholders party thereto from time to time (the “**2024 Noteholders**” and, together with the 2021 Noteholders, the “**Noteholders**”) governing the issuance of the 7.750% Senior Notes due 2024 (the “**2024 Notes**”

and, together with the 2021 Notes, the “**Notes**”). Any and all claims and obligations arising under or in connection with either Indenture are defined herein as the “**Notes Claims**.” As of the date hereof, the Notes had an aggregate outstanding principal amount of \$1,300,000,000 (the “**Aggregate Outstanding Notes Amount**”), plus any accrued but unpaid interest, fees, costs, expenses, and other amounts payable thereunder in accordance with the terms of the Indentures;

WHEREAS, the Parties have engaged in good faith, arm’s length negotiations regarding the terms of this Agreement and the principal terms of a restructuring that is contemplated to be consummated through a chapter 11 plan of reorganization, pursuant to which the Company will seek to restructure its debt obligations and capital structure and to recapitalize the Company in accordance with the terms and conditions set forth in a plan of reorganization conforming in all material respects to the plan of reorganization attached hereto as Exhibit A (as the same may be amended, modified, or supplemented from time to time in accordance with the terms hereof and thereof, the “**Plan**”) and incorporated herein by reference.<sup>1</sup> The restructuring contemplated by the Plan is referred to in this Agreement as the “**Transaction**.”

WHEREAS, in furtherance of such Transaction, the Parties entered into the Existing RSA, which was amended pursuant to the First Amendment and Second Amendment thereto;

WHEREAS, Section 13 hereof permits certain modifications and amendments to the Agreement by written agreement executed by the Company Parties and the Required Consenting Noteholders;

WHEREAS, pursuant to Section 13 hereof, the Company Parties and the Noteholders party hereto, constituting the Required Consenting Noteholders, desire to further amend the Agreement to, among other things, reflect revised Transaction terms;

WHEREAS, the Company Parties and the Noteholders party hereto, constituting the Required Consenting Noteholders, desire to restate the Agreement for the convenience of the Parties to incorporate all changes to this Agreement effectuated through the First Amendment, Second Amendment and this A&R RSA; and

WHEREAS, the Consenting Noteholders party to the Original RSA shall remain and be bound by this Agreement in all respects.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the promises, covenants, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which

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<sup>1</sup> Capitalized terms used but not otherwise defined herein have the meaning given them in the Plan.

are hereby acknowledged, the Parties, intending to be legally bound by this Agreement, agree as follows:

1. The Transaction

Subject to the terms and conditions of this Agreement and the exhibits attached hereto, the Parties agree as follows during the RSA Time Period (as defined below):

a. Generally. Each of the Parties will use commercially reasonable efforts to cause to occur and cooperate in the prompt consummation of the Transaction on terms and conditions consistent in all material respects with the Plan and this Agreement. Each of the Parties shall also cooperate with each other in good faith and shall use commercially reasonable efforts to coordinate their activities in connection with all matters concerning the pursuit, implementation, and consummation of the Transaction. The agreements, representations, warranties, covenants, and obligations of each Consenting Noteholder under or in connection with this Agreement are several and not joint in all respects, even if such agreement, representation, warranty, covenant or obligation is phrased as if given or owed by the Consenting Noteholders collectively. The agreements, covenants, and obligations of each Party under this Agreement are conditioned upon and subject to the terms and conditions of the Transaction and the Definitive Documents (as defined below) being consistent in all material respects with the Plan.

b. Form of Transaction. The Transaction shall be effectuated through prepackaged jointly administered voluntary cases to be commenced by the Company (the “**Chapter 11 Cases**”) under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “**Bankruptcy Court**”) that shall contemplate a chapter 11 plan of reorganization that is consistent in all material respects with the terms and conditions of the Plan.

2. Agreement Effective Date

The Agreement, as presently amended, shall become effective and binding on the Parties upon execution by (a) the Company Parties and (b) the Required Consenting Noteholders. As used herein, the term “**RSA Time Period**” means the time period commencing on the Agreement Effective Date or, with respect to a Consenting Noteholder that became, or becomes, a Consenting Noteholder by executing a Joinder (as defined below) to this Agreement after the Agreement Effective Date, the date of such Joinder or execution, and ending on the Agreement Termination Date (as defined below).

3. All Parties: Implementation of the Transaction

a. Subject to the terms and conditions of this Agreement and the exhibits attached hereto, each Party hereby covenants and agrees as follows during the RSA Time Period:

(1) to negotiate in good faith the definitive documents implementing, achieving or relating to the Transaction or described in or contemplated by this Agreement or the Plan (collectively, such definitive documents, the “**Definitive Documents**”),

including, but not limited to, the Plan (and all exhibits, ballots, solicitation procedures and other documents and instruments related thereto, including any plan supplement documents), the disclosure statement used to solicit votes on the Plan (the “**Disclosure Statement**”), the motion seeking approval of the Disclosure Statement, the order approving the Disclosure Statement, the Plan solicitation procedures and the solicitation of the Plan, the order of the Bankruptcy Court confirming such Plan (the “**Plan Confirmation Order**”), the documents and agreements for the governance of the Reorganized Company,<sup>2</sup> including any shareholders’ agreements and certificates of incorporation (the “**New Organizational Documents**”), any management incentive plan and related documents or agreements, a DIP financing credit agreement and related documentation, any motion seeking approval of any DIP financing or use of cash collateral, any and all documentation required to implement, issue, and distribute the new equity of the Reorganized Company, any and all documentation related to the ABL Agreement and the ABL Facility, any and all documentation related to any Delayed-Draw Term Loan Facility, any and all documentation related to the Equity Rights Offering, and any motion seeking approval thereof, any bar date motion or similar motion and related proposed order seeking to establish dates or deadlines for the filing of proofs of claim, any “first day” pleadings and all orders sought pursuant thereto to be filed by the Company in connection with the Chapter 11 Cases, and any material (with materiality determined in the reasonable discretion of the advisors to that certain ad hoc group of Consenting Noteholders represented by Davis Polk & Wardwell LLP (the “**Ad Hoc Group**”) in consultation with the Company’s advisors) chapter 11 motions, orders and related documents, including, but not limited to, exit financing documents, cash collateral orders and related budgets, and all related agreements, documents, exhibits, annexes and schedules thereto;

(2) to promptly execute and deliver (to the extent they are a party thereto), and otherwise support the prompt consummation of the transactions contemplated by, the Definitive Documents; and

(3) not object to, delay, impede, commence any proceeding, or take any other action to interfere, directly or indirectly, in any material respect with the prompt consummation of the Transaction (or instruct, direct, encourage or support any person or entity to do any of the foregoing).

b. The Definitive Documents that are not executed or in a form attached to this Agreement as of the Agreement Effective Date (or the date of any amendment hereto) remain subject to negotiation and completion. Upon completion, the Definitive Documents and every other document, deed, agreement, filing, notification, letter, or instrument related to the Transaction shall contain terms, conditions, representations, warranties, and covenants not inconsistent with the terms of this Agreement, as they may be modified, amended, or supplemented in accordance with Section 13. The terms and conditions of the Definitive Documents shall be consistent in all material respects with the Plan and at all times reasonably acceptable to the Company and, as of the date of determination, at least three unaffiliated Consenting Noteholders who executed this Agreement on the Agreement Effective Date holding at least 66.6% of the

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<sup>2</sup> The term “**Reorganized Company**” means the Company from and after the effective date of the Plan, as reorganized under and pursuant to the Plan, including any successor thereto (to the extent applicable), by merger, consolidation, transfer of all or substantially all its assets or otherwise.

aggregate principal amount of Notes held by all Consenting Noteholders who executed this Agreement on the Agreement Effective Date (the “**Required Consenting Noteholders**”).

c. In the case of Definitive Documents that the Company intends to file with the Bankruptcy Court, the Company acknowledges and agrees that they will provide advance draft copies of such Definitive Documents to the counsel to the Ad Hoc Group at least three (3) business days prior to the date when the Company intends to file such Definitive Documents; provided, that if three (3) business days in advance is not reasonably practicable, such Definitive Document shall be delivered as soon as reasonably practicable prior to filing, but in no event later than one (1) business day in advance of any filing thereof unless exigent circumstances require otherwise.

#### 4. Milestones

a. The Company shall, during the RSA Time Period, fully comply with the following milestones (the “**Milestones**”) unless extended or waived in writing by the Required Consenting Noteholders:

(1) no later than December 6, 2020, the Company shall commence solicitation of votes on the Plan;

(2) no later than December 7, 2020, the Company shall have commenced the Chapter 11 Cases (the “**Petition Date**”);

(3) no later than December 7, 2020, the Company shall have filed the Plan, the Disclosure Statement and a motion seeking to schedule a combined hearing on the Plan and Disclosure Statement (the “**Combined Hearing Motion**”);

(4) no later than December 11, 2020, the Bankruptcy Court shall have entered an order granting the relief requested in the Combined Hearing Motion;

(5) no later than January 25, 2021, the Bankruptcy Court shall have entered the Plan Confirmation Order and an order approving the Disclosure Statement (which order may be the Plan Confirmation Order); and

(6) no later than February 1, 2021, the effective date of the Plan (the “**Plan Effective Date**”) shall have occurred.

#### 5. Support of the Transaction

a. Consenting Noteholders Support. Subject to the terms and conditions of this Agreement and the exhibits attached hereto, each Consenting Noteholder severally, and not jointly, agrees that, during the RSA Time Period, it will:

(i) upon reasonable request, give any notice, order, instruction, or direction to the applicable Notes Trustee necessary to give effect to the Transaction;

(ii) prior to the Petition Date, not accelerate the Notes Claims, not commence an involuntary bankruptcy case against the Company, and not take any enforcement action or otherwise exercise any remedy against the Company;

(iii) not object to, or otherwise commence any proceeding to oppose (and not instruct or direct the Notes Trustee, as applicable, to object to, or otherwise commence any proceeding to oppose) the Transaction, the confirmation or consummation of the Plan, or approval of the Disclosure Statement;

(iv) not take any action (and not instruct or direct the Notes Trustee, as applicable, to take any action), including, without limitation, initiating or joining in any legal proceeding or filing any pleading, that is inconsistent with its obligations under this Agreement;

(v) provided that such Consenting Noteholder has been solicited in accordance with Sections 1125 and 1126 of the Bankruptcy Code, if applicable, and other applicable law, vote all claims (as defined in Section 101(5) of the Bankruptcy Code) beneficially owned by such Consenting Noteholder, or for which it is the nominee, investment manager, or advisor for beneficial holders thereof, in favor of the Transaction (and to accept the Plan) and in favor of the releases, indemnity and exculpation provided under the Plan in accordance with the applicable procedures set forth in the Disclosure Statement and accompanying voting materials, and return a duly-executed ballot in connection therewith no later than the applicable deadline set forth in the Disclosure Statement;

(vi) other than in connection with or in furtherance of the Transaction, not actively seek, solicit, or support any Alternative Transaction (as defined below);

(vii) not change, withdraw or revoke (or seek to change, withdraw or revoke) any vote to accept the Plan;

(viii) not “opt out” of or object to any releases, indemnity or exculpation provided under the Plan (and to the extent required by such ballot, affirmatively “opt in” to such releases, indemnity and exculpation) and not elect the Cash Payout pursuant to the Plan; and

(ix) not support or vote in favor (or instruct or direct the Notes Trustee, as applicable, to support or vote in favor) of any plan of reorganization or liquidation proposed or filed, or to be proposed or filed, in the Chapter 11 Cases other than the Plan.

Notwithstanding the foregoing, nothing herein shall require any Consenting Noteholder to incur any expenses, liabilities, or other obligations, or to agree to any commitments, undertakings, concessions, indemnities, or other arrangement that could result in expenses, liabilities, or other obligations, in each case, other than to the extent contemplated by this Agreement or the Plan.



b. Service on Committee. Notwithstanding anything in this Agreement to the contrary, if any Consenting Noteholder is appointed to or serves on a committee in the Chapter 11 Cases, the terms of this Agreement shall not be construed to limit its exercise of fiduciary duties in its role as a member of such committee, and any exercise of such fiduciary duties shall not be deemed to constitute a breach of the terms of this Agreement; provided, however, that service as a member of a committee shall not relieve such Consenting Noteholder of its obligations to affirmatively support, and vote to accept, the Plan, on the terms and conditions set forth herein; provided, further, that nothing in this Agreement shall be construed as requiring any Consenting Noteholder to serve on any committee in the Chapter 11 Cases.

c. Other Rights Reserved. Unless expressly limited herein, nothing contained herein shall limit the ability of a Consenting Noteholder to (i) consult with the Company or any other Party (or any of their respective professionals or advisors) or (ii) appear and be heard concerning any matter arising in the Chapter 11 Cases; provided, that such consultation or appearance is not inconsistent with such Party's covenants and obligations under this Agreement. Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall (i) prevent any Consenting Noteholder from enforcing this Agreement or contesting whether any matter, fact or thing is a breach of, or is inconsistent with this Agreement, (ii) subject to its agreements and covenants contained in Section 5 above, be construed to limit any Consenting Noteholder's rights under the applicable Indenture(s), (iii) impair or waive the rights of any Consenting Noteholder to assert or raise any objection permitted under this Agreement in connection with any hearing on confirmation of the Plan or in the Bankruptcy Court, (iv) prevent any Consenting Noteholder from taking any action that is required by applicable law, or (v) require any Consenting Noteholder to take any action that is prohibited by applicable law or to waive or forego the benefit of any applicable legal privilege (*provided, however,* that if any Consenting Noteholder proposes to take any action that is otherwise inconsistent with this Agreement in order to comply with applicable law, such Consenting Noteholder shall provide at least three (3) business days' advance notice to the Company to the extent the provision of notice is practicable under the circumstances).

## 6. Company's Obligations to Support the Transaction

a. Subject to the terms and conditions of this Agreement and the exhibits attached hereto, the Company shall, subject to its applicable fiduciary duties and during the RSA Time Period:

(i) support the Transaction within the timeframes outlined herein and in the Definitive Documents, as applicable, and on terms and conditions consistent in all respects with this Agreement and the Plan;

(ii) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Transaction contemplated in this Agreement, support and take all steps reasonably necessary and desirable to address such impediment;

(iii) obtain any and all required regulatory and/or third-party approvals for the Transaction as expeditiously as practicable (if any, and to the extent such approvals are not overridden by the Bankruptcy Code);

(iv) negotiate in good faith and use commercially reasonable efforts to execute and deliver the Definitive Documents and any other required agreements to effectuate and consummate the Transaction as contemplated by this Agreement;

(v) actively oppose and object to the efforts of any person seeking to object to, delay, impede, or take any other action to interfere with the acceptance, implementation, or consummation of the Transaction (including, if applicable, the filing of timely filed objections or written responses) to the extent such opposition or objection is reasonably necessary or desirable to facilitate implementation of the Transaction;

(vi) comply with each Milestone set forth in this Agreement;

(vii) not later than 24 hours after receipt, provide copies of any term sheets, offers, letters, or other proposals received by the Company or its advisors, whether solicited or unsolicited, for, in connection with, or related to any commitment to provide ABL financing, cash flow revolver, or other revolving credit or similar working capital financing to the Reorganized Company (the “**ABL Financing Commitment**”), and provide, upon reasonable request from advisors to the Ad Hoc Group, detailed updates regarding the status of the Company’s process for obtaining an ABL Financing Commitment;

(viii) not later than 6:00 p.m. (prevailing New York City time) on each Wednesday, beginning with the week ended October 9th, provide a 13-Week Forecast covering the 13-week period beginning on such calendar week, together with a variance report (a “**Variance Report**”) in form and level of detail reasonably satisfactory to the Required Consenting Noteholders and their advisors reconciling the applicable 13-Week Forecast to the actual sources and uses of cash for the rolling four-week period (or, if a four-week period has not elapsed since the Agreement Effective Date, the cumulative period since the Agreement Effective Date) most recently ended on the last Friday prior to the delivery of each Variance Report (a) showing, for such periods, actual results for the following items: (i) cash receipts, (ii) operating disbursements, (iii) payroll, (iv) capital expenditures, (v) operating cash flow, (vi) non-operating disbursements and (vii) net cash flow; (b) noting a line-by-line reconciliation of variances from values set forth for such periods in the relevant 13-Week Forecast; and (c) providing an explanation for all material variances;

(ix) at its own expense, facilitate and hold calls between the Consenting Noteholders, their advisors, and members of the Company’s executive management team and/or their advisors not less than on a bi-weekly basis;

(x) not take any action that is inconsistent with, or is intended or is reasonably likely to interfere with or impede or delay consummation of, the Transaction;



(xi) not file or otherwise pursue a chapter 11 plan or any other Definitive Document that is inconsistent with the terms of this Agreement and the Plan;

(xii) except as contemplated by this Agreement or any Definitive Documents, not (a) operate its business outside the ordinary course, taking into account the Transaction, without the consent of the Consenting Noteholders or (b) transfer any material asset or right of the Company or any material asset or right used in the business of the Company to any person or entity outside the ordinary course of business;

(xiii) maintain the good standing and legal existence of each Company entity under the Laws of the state in which it is incorporated, organized or formed;

(xiv) not grant or agree to grant any additional or any increase in the wages, salary, bonus, commissions, retirement benefits, pension, severance or other compensation or benefits (including in the form of any vested or unvested equity interests of any other kind or nature) of any director, manager, officer or employee of, or any consultant or advisor that is retained or engaged by the Company except in the ordinary course of business, or grant or agree to grant, pursuant to a key employee retention or incentive plan or other similar agreement, any additional or any increase in the wages, salary, bonus or other compensation;

(xv) not enter into, adopt or establish any new compensation or benefit plans or arrangements (including employment agreements and any retention, success or other bonus plans), or amend or terminate any existing compensation or benefit plans or arrangements (including employment agreements);

(xvi) not make or change any tax election (including, with respect to any Company entity that is treated as a partnership or disregarded entity for U.S. federal income tax purposes, an election to be treated as a corporation for U.S. federal income tax purposes), file any amended U.S. federal or state or local income tax return, enter into any closing agreement with respect to material taxes, consent to any extension or waiver of the limitations period applicable to any material tax claim or assessment, change any accounting methods, practices or periods for tax purposes, make or request any tax ruling, enter into any tax sharing or similar agreement or arrangement, or settle any tax material claim or assessment, or take or fail to take any action outside the ordinary course of business (except as contemplated by this Agreement or any Definitive Documents) if such action or failure to act would cause a change to the tax status of the Company or be expected to cause, individually or in the aggregate, a material adverse tax consequence to the Company, in each case, unless the Company has received the consent of the Required Consenting Noteholders;

(xvii) not allow or permit any of their respective material permits to lapse, expire, terminate or be revoked, suspended or modified, or to suffer any material fine, penalty or other sanctions related to any of their respective permits;

(xviii) other than in the ordinary course of business, not (A) enter into any contract which, if existing as of the date of this Agreement, would constitute a material contract had it been entered into prior to the date of this Agreement, or (B) amend, supplement, modify or terminate any material contract;

(xix) not engage in any merger, consolidation, material disposition, material acquisition, investment, dividend, incurrence of indebtedness or other similar transaction in each case outside of the ordinary course of business, other than the transactions contemplated herein and on the terms hereof;

(xx) not enter into, amend, or terminate any engagement letter or retention agreement with any professional, advisor, attorney, agent, banker, or other retained professional, without the consent of the Required Consenting Noteholders, which consent shall not be unreasonably withheld, conditioned or delayed;

(xxi) not pay any discretionary fee payable under that certain engagement letter between Ducera Partners LLC and Johnson Rice & Company L.L.C. and Latham & Watkins LLP, dated as of May 21, 2020, without the consent of the Required Consenting Noteholders;

(xxii) (i) on the date hereof, pay all reasonable and documented fees and expenses of Davis Polk & Wardwell LLP, Evercore Group L.L.C., Porter Hedges LLP, and any other advisors retained by the Ad Hoc Group (collectively, the “**Restructuring Expenses**”), accrued but unpaid as of such date (to the extent invoiced), and fund or replenish, as the case may be, any retainers reasonably requested by any of the foregoing professionals as of such date; (ii) after the Agreement Effective Date, pay all accrued but unpaid Restructuring Expenses on a regular and continuing basis (to the extent invoiced); and (iii) on the Plan Effective Date, so long as this Agreement has not been terminated as to all Parties, pay all accrued and unpaid Restructuring Expenses incurred up to (and including) the Plan Effective Date (to the extent invoiced), without any requirement for Bankruptcy Court review or further Bankruptcy Court order;

(xxiii) as soon as reasonably practicable, notify counsel to the Ad Hoc Group of any governmental or third party complaints, litigations, investigations, or hearings (or communications indicating that the same may be contemplated or threatened) that would prevent, hinder, or delay the consummation of the transactions contemplated in this Agreement or the Plan by furnishing written notice to counsel to the Ad Hoc Group within two (2) business days of actual knowledge of such event;

(xxiv) as soon as reasonably practicable, notify counsel to the Ad Hoc Group of any material breach by the Company in respect of any of the obligations, representations, warranties, or covenants set forth in this Agreement by furnishing written notice to counsel to the Ad Hoc Group within three (3) business days of actual knowledge of such breach;

(xxv) other than in connection with or in furtherance of the Transaction, not actively seek, solicit, or support any (i) competing plan of reorganization

or other financial and/or corporate restructuring of the Company, (ii) issuance, sale or other disposition of any equity or debt interests, or any material assets, of the Company, or (iii) merger, consolidation, business combination, liquidation, recapitalization, refinancing or similar transaction involving the Company (each, an “**Alternative Transaction**”), and if the Company receives an unsolicited bona fide proposal or expression of interest in undertaking an Alternative Transaction that the boards of directors, members, or managers (as applicable) of the Company, determine in their good-faith judgment provides a higher or better economic recovery to the Company’s creditors than that set forth in this Agreement and such Alternative Transaction is from a proponent that the boards of directors, members, or managers (as applicable) of the Company have reasonably determined is capable of timely consummating such Alternative Transaction, the Company will, within 24 hours of the receipt of such proposal or expression of interest, notify counsel to the Ad Hoc Group of the receipt thereof, with such notice to include the material terms thereof, including the identity of the person or group of persons involved; provided that such information remains confidential and is treated on a “professional’s eyes only” basis in accordance with the confidentiality agreement between the Company and counsel to the Ad Hoc Group; and

(xxvi) in the event that the SPN Filing Entities enter into any DIP financing agreement, deliver to the legal and financial advisors to the Ad Hoc Group any notices, reports, or other deliverables required to be delivered to the agent or lenders under such DIP financing agreement at the time such notices, reports, or other deliverables are required to be delivered under such DIP financing agreement.

b. Other Rights Reserved. Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall (i) prevent the Company from enforcing this Agreement or contesting whether any matter, fact or thing is a breach of, or is inconsistent with this Agreement; (ii) prevent the Company from taking any action that is required by applicable law or to waive or forego the benefit of any applicable legal privilege; or (iii) require the Company or the board of directors, board of managers, or similar governing body of the Company, after consulting with outside counsel, to take any action or to refrain from taking any action with respect to the Transaction, including terminating this Agreement pursuant to Section 7 below, to the extent taking or failing to take such action would be inconsistent with applicable law or its fiduciary obligations under applicable law, and this Section 6(b) shall not impede any Party’s right to terminate this Agreement pursuant to Section 7 below.

## 7. Termination

a. All Parties. This Agreement shall immediately and automatically terminate as to all Parties upon the earliest to occur of any of the following, without any requirement to provide notice to any other Party (the date of such termination, the “**Agreement Termination Date**”):

- (i) the Plan Effective Date;
- (ii) the date that is one hundred eighty (180) days after the Agreement Effective Date (the “**Outside Date**”), as such date may be further extended in writing from time to time by the Company and each Consenting Noteholder, if the Plan Effective Date has not occurred;
- (iii) the termination of this Agreement by the Company or the Required Consenting Noteholders; or
- (iv) the Company and the Required Consenting Noteholders mutually agree to such termination in writing.

b. The Company. The Company may terminate this Agreement by written notice to the other Parties upon the occurrence of any of the following events:

- (i) upon a material breach by any Consenting Noteholder of its obligations, representations, warranties, undertakings, commitments or covenants hereunder (a “**Defaulting Creditor**”), which breach is not cured within five (5) business days after the giving of written notice by the Company to all other Parties of a description of such breach; provided, however, the Company may not terminate this Agreement if the Consenting Noteholders that would remain party to this Agreement after excluding such Defaulting Creditor still constitute Noteholders holding at least 66 2/3% of the then outstanding aggregate principal amount of the Notes (the “**Super-Majority Noteholders**”);
- (ii) if the board of directors, members, or managers, as applicable, of the Company reasonably determines, in good faith and based upon advice of outside legal counsel, that proceeding with the Transaction would be inconsistent with the exercise of its applicable fiduciary duties;
- (iii) if the Bankruptcy Court enters an order converting one or more of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code or dismissing any of the Chapter 11 Cases; or
- (iv) if the Bankruptcy Court or other governmental authority with jurisdiction shall have issued any order, injunction or other decree or taken any other action, in each case, which has become final and non-appealable and which restrains, enjoins or otherwise prohibits the implementation of the Transaction or declares this Agreement or any material provision contained herein to be unenforceable.

c. Consenting Noteholders. The Required Consenting Noteholders may terminate this Agreement by written notice to the other Parties upon the occurrence of any of the following events:

(i) upon a material breach by the Company of its obligations, representations, warranties, undertakings, commitments or covenants hereunder, which breach is not cured within five (5) business days after the giving of written notice by the Required Consenting Noteholders to all other Parties of a description of such breach;

(ii) the occurrence of an event set forth in Section 7(b) hereof (other than Section 7(b)(i));

(iii) the failure of the Company to comply with any Milestone;

(iv) the exercise of any rights or remedies against any material assets or property of the Company as a result of the occurrence of a default or event of default under the ABL Agreement;

(v) the occurrence of an event of default under any DIP financing credit agreement or the termination of the SPN Filing Entities' consensual use of any cash collateral;

(vi) the occurrence of any event, change, effect, occurrence, development, circumstance, condition, result, state of fact or change of fact (each, an "Event") that, individually or together with all other Events, has had, or would reasonably be expected to have, a material adverse effect on either the business, operations, finances, properties, condition (financial or otherwise), assets or liabilities of the Company, taken as a whole, or the ability of the Company taken as a whole, to perform their respective obligations under, or to consummate the transactions contemplated by, this Agreement; provided, however, that in no case shall any Event arising from, as a result of, or in connection with (a) the public announcement of this Agreement, the Chapter 11 Plan, or any other Definitive Document, (b) the pursuit or public announcement of the Transaction, (c) the commencement or prosecution of the Chapter 11 Cases, or (d) the pursuit of confirmation or consummation of the Chapter 11 Plan, be taken into account in determining whether there has been, or would reasonably be expected to be, a material adverse effect for purposes of this Agreement;

(vii) if the Company (a) withdraws the Plan, (b) publicly announces their intention not to support the Transaction, or (c) publicly announces or executes a definitive written agreement with respect to an Alternative Transaction;

(viii) if (1) the Company (a) moves to voluntarily dismiss any of the Chapter 11 Cases, (b) moves for conversion of any of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, or (c) moves for appointment of a trustee, receiver, or examiner with expanded powers beyond those set forth in Section 1104(a)(3) and (4) of the Bankruptcy Code, or (2) a final order is entered by the Bankruptcy Court granting any of the relief described in clause (1) above;

(ix) if the Company files a motion or application seeking an order (a) terminating exclusivity under Section 1121 of the Bankruptcy Code or (b) rejecting this Agreement;

(x) if the Company files or otherwise makes public any of the Definitive Documents (including any modification or amendments thereto) in a form that is materially inconsistent with this Agreement;

(xi) if the Company files any motion or pleading with the Bankruptcy Court indicating its intention to support or pursue, or files with the Bankruptcy Court, any chapter 11 plan of reorganization (or related disclosure statement) that is inconsistent in any material respect with this Agreement;

(xii) if the Bankruptcy Court grants relief that is not consistent in any material respect with this Agreement or the Transaction;

(xiii) if the Company files any motion or other pleading with the Bankruptcy Court to approve or otherwise pursue an Alternative Transaction;

(xiv) if the Company enters into an Alternative Transaction or shall have publicly announced its intention to support or pursue, or entered into any agreement to support or pursue, an Alternative Transaction;

(xv) if any of the following shall have occurred: (a) the Company or any affiliate of the Company shall have filed any motion, application, adversary proceeding or cause of action (1) challenging the validity, enforceability, or seek avoidance or subordination of the Notes Claims or (2) otherwise seeking to impose liability upon the Consenting Noteholders, or (b) the Company or any affiliate of the Company shall have supported any application, adversary proceeding or cause of action referred to in the immediately preceding clause (a) filed by another person;

(xvi) if the Bankruptcy Court grants relief terminating, annulling or modifying the automatic stay (as set forth in Section 362 of the Bankruptcy Code) with regard to any assets of the Company having an aggregate fair market value in excess of \$1 million; or

(xvii) if the Bankruptcy Court or other governmental authority with jurisdiction shall have issued any order, injunction or other decree or taken any other action, in each case, which has become final and non-appealable and which restrains, enjoins or otherwise prohibits the implementation of the Transaction or declares this Agreement or any material provision contained herein to be unenforceable.

For the avoidance of doubt, any right to terminate this Agreement as to the Consenting Noteholders may be exercised only by the Required Consenting Noteholders on behalf of all Consenting Noteholders, and may not be exercised by one or more individual Consenting Noteholders not constituting the Required Consenting Noteholders.



d. Effect of Termination. If this Agreement is terminated pursuant to this Section 7, any and all further commitments, undertakings, agreements, obligations, and covenants of the applicable Parties as to whom this Agreement is terminated hereunder shall be terminated without further liability (except for such agreements, obligations, and covenants that expressly survive such termination), and each Party as to whom this Agreement is terminated shall have the rights and remedies that it would have had, had it not entered into this Agreement, and shall be entitled to take all actions, whether with respect to the Transaction or otherwise, that it would have been entitled to take had it not entered into this Agreement, including with respect to any and all Notes Claims or causes of action. Further, if this Agreement is terminated prior to the Plan Confirmation Order being entered by the Bankruptcy Court, any and all consents or ballots tendered by the Parties subject to such termination shall be deemed, for all purposes, to be null and void from the first instance and shall not be considered or otherwise used in any manner by the Parties in connection with the Transaction and this Agreement or otherwise. The Company acknowledges and agrees, and shall not dispute, that during the Chapter 11 Cases (i) the giving of notice of termination, or the exercise of the right to terminate this Agreement, by the Required Consenting Noteholders pursuant to this Agreement shall not be a violation of the automatic stay of Section 362 of the Bankruptcy Code (and the Company hereby waives, to the greatest extent possible, the applicability of the automatic stay to the giving of such notice or the exercise of such right to terminate this Agreement). Notwithstanding anything to the contrary in this Agreement, (i) no termination of this Agreement shall relieve any Party from liability for its breach or non-performance of its obligations hereunder prior to the date of such termination; (ii) the right to terminate this Agreement under this Section 7 shall not be available to any Party whose failure to fulfill any of its material obligations under this Agreement has been the cause of, or resulted in, the occurrence of the proposed termination event; and (iii) nothing in this Agreement shall be construed as prohibiting the Parties from contesting whether any such termination is in accordance with the terms or to seek enforcement of any rights under this Agreement that arose or existed before the date of such termination. Except as expressly provided in this Agreement, nothing in this Agreement is intended to, or does, in any manner waive, limit, impair, or restrict any right of the Parties to protect and reserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any other Party.

#### 8. Representations of the Company

The Company hereby jointly and severally represents and warrants to the other Parties that the following statements are true and correct in all material respects as of the date hereof:

a. Power and Authority. It has all requisite corporate, partnership, limited liability company or other organizational power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its obligations under this Agreement, including the corporate or other organizational power or authority to cause the Company to comply with this Agreement and implement the Transaction.

b. Authorization. The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary corporate, partnership, limited liability company or other organizational action on its part.

c. No Conflicts. The execution and delivery of this Agreement and the performance of its obligations hereunder do not and shall not (i) violate any provision of law, rule, or regulation applicable to it or its certificates of incorporation, or bylaws, or organizational documents or (ii) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it is a party or under its organizational documents.

d. Governmental Consents. The execution and delivery of this Agreement and the performance of its obligations hereunder do not and shall not require any registration or filing with, consent or approval of, or notice to, or other action to, with or by, any federal, state or other governmental authority or regulatory body, other than such filings as may be necessary and/or required for disclosure by the Securities and Exchange Commission or in connection with the Transaction or the Chapter 11 Cases.

e. Binding Obligation. This Agreement is the legally valid and binding obligation of it, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization moratorium, or other similar laws relating to or relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

f. No Litigation. No litigation or proceeding before any court, arbitrator, or administrative or governmental body is pending against it that would adversely affect its ability to enter into this Agreement or perform its obligations hereunder.

g. Representation. It has been represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement and the Plan, and has had the contents hereof fully explained by such counsel and is fully aware of such contents and legal effect.

#### 9. Representations of the Consenting Noteholders

Each of the Consenting Noteholders severally, but not jointly, represents and warrants to the other Parties that the following statements are true and correct in all material respects as of the Agreement Effective Date with respect to itself only:

a. Holdings by Consenting Noteholders. It either (i) is the sole legal and beneficial owner of the principal amount of Notes set forth on its respective signature page hereto (for each such Consenting Noteholder, the "**Consenting Noteholder Claims**"), in each case free and clear of all claims, liens, or encumbrances or (ii) has full investment or voting discretion with respect to such Consenting Noteholder Claims over which it holds investment discretion and has the power and authority to bind the beneficial owner(s) of such Consenting Noteholder Claims to the terms of this Agreement. In addition, it has full and sole power and authority to vote on and consent to matters concerning such Consenting Noteholder Claims with respect to the Transaction.

b. Prior Transfers. It has made no prior assignment, sale, grant, pledge, conveyance, or other transfer of, and has not entered into any agreement to assign, sell, grant, pledge, convey or otherwise transfer, in whole or in part, any portion of its right, title, or interests in its Consenting Noteholder Claims or its voting rights with respect thereto.



c. Power and Authority. It has all requisite corporate, partnership or limited liability company power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its obligations under, this Agreement.

d. Authorization. The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary corporate, partnership or limited liability company action on its part.

e. No Conflicts. The execution and delivery of this Agreement and the performance of its obligations hereunder do not and shall not (i) violate any provision of law, rule, or regulation applicable to it or its certificate of incorporation or by-laws (or other organizational documents) or (ii) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it is a party or under its certificate of incorporation or by-laws (or other organizational documents).

f. Governmental Consents. The execution and delivery of this Agreement and the performance of its obligations hereunder do not and shall not require any registration or filing with, consent or approval of, or notice to, or other action to, with or by, any federal, state or other governmental authority or regulatory body, other than (i) such filings as may be necessary and/or required for disclosure by the Securities and Exchange Commission, and (ii) such filings as may be necessary or required in connection with the Chapter 11 Cases.

g. Binding Obligation. This Agreement is the legally valid and binding obligation of it, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization moratorium, or other similar laws relating to or relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

h. No Litigation. No litigation or proceeding before any court, arbitrator, or administrative or governmental body is pending against it that would adversely affect its ability to enter into this Agreement or perform its obligations hereunder.

i. Representation. It has been represented, or is part of the Ad Hoc group which is represented, by counsel in connection with this Agreement and the transactions contemplated by this Agreement and the Plan, and has had the contents hereof fully explained by such counsel and is fully aware of such contents and legal effect.

j. Accredited Investor. It is (i) a sophisticated investor with respect to the transactions described herein with sufficient knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of owning and investing in securities of the Company (including any securities that may be issued in connection with the Transaction), making an informed decision with respect thereto, and evaluating properly the terms and conditions of this Agreement, and it has made its own analysis and decision to enter in this Agreement, (ii) an "accredited investor" within the meaning of Rule 501 of the Securities Act of 1933 (as amended) or a "qualified institutional buyer" within the meaning of Rule 144A of the Securities Act of 1933 (as amended) and (iii) acquiring any securities that may be issued in connection with the Transaction for its own account and not with a view to the distribution thereof.

Each Consenting Noteholder hereby further confirms that it has made its own decision to execute this Agreement based upon its own independent assessment of documents and information available to it, as it deemed appropriate and sufficient.

10. Additional Claims and Interests

This Agreement shall in no way be construed to preclude a Consenting Noteholder from acquiring additional claims against or equity interests in the Company (collectively, the “**Additional Claims/Interests**”). However, in the event a Consenting Noteholder (or any of their respective controlled funds) shall acquire any such Additional Claims/Interests after the date hereof (or holds such Additional Claims/Interests as of the date hereof), such Additional Claims/Interests shall automatically be deemed, without further notice to or action of any Party, to be subject to the terms and conditions of this Agreement.

11. Transfer of Claims and Existing Equity Interests

a. Each Consenting Noteholder agrees that, during the RSA Time Period, it will not, directly or indirectly, (i) sell, transfer, pledge, assign, hypothecate, grant an option on, or otherwise convey or dispose of any of its Consenting Noteholder Claims (except in connection with consummation of the Transaction), unless such transferee or other recipient is either a Party hereto or has executed and delivered to the Company and counsel to the Ad Hoc Group a joinder, substantially in the form attached hereto as Exhibit B (a “**Joinder**”) or (ii) grant any proxies or enter into a voting agreement with respect to any of the Consenting Noteholder Claims (collectively, a “**Claim Transfer**”). A Consenting Noteholder making a Claim Transfer pursuant to this Section 11 is referred to as a “**Transferor**” and a transferee receiving a Claim Transfer pursuant to this Section 11 is referred to as a “**Transferee**.” Any Claim Transfer that does not comply with the foregoing shall be deemed void *ab initio* and of no force or effect (other than pledges, transfers or security interests that such Consenting Noteholder may have created in favor of a prime broker under and in accordance with its prime brokerage agreement with such prime broker).

b. Upon compliance with the requirements of Section 11(a) of this Agreement, (i) with respect to Consenting Noteholder Claims held by the relevant Transferee upon consummation of a Claim Transfer in accordance herewith, such Transferee is deemed to make all of the representations, warranties, and covenants of a Consenting Noteholder set forth in this Agreement as of the date of such Claim Transfer and (ii) the Transferee shall be deemed a Consenting Noteholder, and the Transferor shall be deemed to relinquish its rights (and be released from its obligations) under this Agreement to the extent of its rights and obligations in respect of such transferred Consenting Noteholder Claims. No Consenting Noteholder shall have any liability under this Agreement arising from or related to the failure of its transferee to comply with the terms of this Agreement.

c. Notwithstanding anything to the contrary herein, (i) this Section 11 shall not preclude any Consenting Noteholder from transferring Notes Claims to affiliates of such Consenting Noteholder (each, a “**Consenting Noteholder Affiliate**”), which Consenting Noteholder Affiliate shall be automatically bound by this Agreement upon the transfer of such Notes Claims without the requirement that such Consenting Noteholder Affiliate execute a

Joinder; and (ii) to the extent that a Consenting Noteholder is acting in its capacity as a Qualified Marketmaker,<sup>3</sup> it may transfer (by purchase, sale, assignment, participation, or otherwise) any right, title or interests in Notes Claims that the Qualified Marketmaker acquires after the Agreement Effective Date and with the purpose and intent of acting as a Qualified Marketmaker for such Notes Claims from a holder that is not a Consenting Noteholder without the requirement that the transferee execute a Joinder or otherwise agree to be bound by the terms and conditions set forth in this Agreement.

d. This Section 11 shall not impose any obligation on the Company to issue any “cleansing letter” or otherwise publicly disclose information for the purpose of enabling a Consenting Noteholder to transfer any of its Consenting Noteholder Claims. Notwithstanding anything to the contrary herein, to the extent the Company and another Party have entered into a confidentiality agreement, the terms of such confidentiality agreement shall continue to apply and remain in full force and effect according to its terms, and this Agreement does not supersede any rights or obligations otherwise arising under such confidentiality agreement.

## 12. Prior Negotiations

Except with respect to terms set forth on the Plan Term Sheet (as defined in the Original RSA) attached to the Original RSA as Exhibit A thereto that are both (a) not superseded by express Plan provisions and (b) otherwise not inconsistent with the Plan (including, without limitation, the terms set forth in the section of the Plan Term Sheet entitled “New Boards”), which terms, for the avoidance of doubt, shall remain binding and enforceable on all of the Parties, this Agreement and the exhibits attached hereto set forth in full the terms of agreement between the Parties and is intended as the full, complete and exclusive contract governing the relationship between the Parties with respect to the transactions contemplated herein, superseding all other discussions, promises, representations, warranties, agreements and understandings, whether written or oral, between or among the Parties with respect thereto; provided, that any confidentiality agreement between or among the Parties shall remain in full force and effect in accordance with its terms; provided, further, that the Parties intend to enter into the Definitive Documents after the date hereof to consummate the Transaction.

## 13. Amendment or Waiver

No waiver, modification, supplement or amendment of the terms of this Agreement or the exhibits attached hereto shall be valid unless such waiver, modification, supplement or amendment is in writing and has been signed by the Company and the Required Consenting Noteholders; provided, that any term or provision of this Agreement or the exhibits attached hereto that expressly requires the consent or approval of a particular Party shall require, as applicable, the written consent or approval of such Party to waive, amend or modify such term or provision. No waiver of any of the provisions of this Agreement or the exhibits attached hereto shall be deemed or constitute a waiver of any other provision of this Agreement or the exhibits attached hereto,

<sup>3</sup> As used herein, the term “**Qualified Marketmaker**” means an entity that (a) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers claims against the Company (or enter with customers into long and short positions in claims against the Company), in its capacity as a dealer or market maker in claims against the Company and (b) is, in fact, regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

whether or not similar, nor shall any waiver be deemed a continuing waiver. Any amendment, waiver, or modification of this Section 13 or the definitions of “Outside Date” or “Required Consenting Noteholders” shall require the written consent of all Parties. Any amendment, waiver, or modification that treats any Consenting Noteholder in a manner that is disproportionately adverse, on an economic or non-economic basis, to the treatment of their Notes Claims relative to other Consenting Noteholders shall also require the written consent of such Consenting Noteholder. In determining whether any consent or approval has been given or obtained by the Required Consenting Noteholders, each then existing Defaulting Creditor and its respective Consenting Noteholder Claims shall be excluded from such determination. Any amendment or modification of this Agreement that requires any Consenting Noteholder to incur any expenses, liabilities or other obligations, or to agree to any commitments, undertakings, concessions, indemnities or other arrangements that could result in expenses, liabilities or other obligations, in each case, except as set forth herein as of the time of such Consenting Noteholder’s execution of this Agreement, shall require the consent of each such impacted Consenting Noteholder in order for such waiver, modification, amendment or supplement.

#### 14. RSA Premium

In consideration for entry into the Agreement, each Consenting Noteholder was paid a premium (the “**RSA Premium**”) payable in cash equal to the accrued interest outstanding as of the Agreement Effective Date under the Notes held by each Consenting Noteholder. The RSA Premium was (i) fully earned by each Consenting Noteholder upon execution of the Existing RSA or a Joinder by such Consenting Noteholder on or before the date (the “**RSA Premium Outside Date**”) that was the later of (1) five (5) business days after the Agreement Effective Date or (2) such other date as agreed to in writing between the Company and the Required Consenting Noteholders and (ii) paid by the Company on the date on which the applicable Consenting Noteholder executed the Agreement or a Joinder, but in no event later than the RSA Premium Outside Date. For the avoidance of doubt, any RSA Premium shall not reduce the amount of any Notes Claims (including, without limitation, any Notes Claims on account of accrued and unpaid interest), but rather shall be in addition to any such Notes Claims. In the event that a Consenting Noteholder acquired additional Notes Claims from a party that was not a Consenting Noteholder or otherwise bound to comply with the terms of this Agreement prior to the RSA Premium Outside Date, such Consenting Noteholder was entitled to receive the RSA Premium with respect to such additional Notes Claims.

#### 15. WAIVER OF JURY TRIAL

**EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE EXHIBITS ATTACHED HERETO.**

#### 16. Governing Law and Consent to Jurisdiction and Venue

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to such state’s choice of law provisions which would require the application of the law of any other jurisdiction. By its execution and delivery of this

Agreement, each of the Parties hereby irrevocably and unconditionally agrees for itself that any legal action, suit or proceeding against it with respect to any matter arising under or arising out of or in connection with this Agreement or the exhibits attached hereto or for recognition or enforcement of any judgment rendered in any such action, suit or proceeding, shall be brought in the United States District Court for the Southern District of New York and only to the extent such court lacks jurisdiction, in the New York State Supreme Court sitting in the Borough of Manhattan, and by execution and delivery of this Agreement, each of the Parties hereby irrevocably accepts and submits itself to the jurisdiction of such courts, generally and unconditionally, with respect to any such action, suit or proceeding. Notwithstanding the foregoing consent to jurisdiction and venue, upon any commencement of the Chapter 11 Cases and until the Plan Effective Date, each of the Parties agrees that the Bankruptcy Court shall have jurisdiction over all matters arising out of or in connection with this Agreement or the exhibits attached hereto.

#### 17. Specific Performance

It is understood and agreed by the Parties that, without limiting any rights or remedies available under applicable law or in equity, money damages would not be a sufficient remedy for any breach of this Agreement by any Party and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy of any such breach, including, without limitation, an order of the Bankruptcy Court or other court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder.

#### 18. Reservation of Rights; Settlement Discussions

Except as expressly provided in this Agreement or the exhibits attached hereto, nothing herein is intended to, or does, in any manner, waive, limit, impair or restrict the ability of each Party to protect and preserve its rights, remedies and interests. Notwithstanding anything to the contrary contained in this Agreement or the exhibits attached hereto, nothing in this Agreement or the exhibits attached hereto shall be, or shall be deemed to be or constitute: (i) a release, waiver, novation, cancellation, termination or discharge of the Consenting Noteholders' Notes Claims; or (ii) an amendment, modification or waiver of any term or provision of the Notes or the Indentures, which are hereby reserved and reaffirmed in full. If the Transaction is not consummated, or if this Agreement is terminated for any reason, the Parties hereto fully reserve any and all of their respective rights and remedies thereunder and applicable law.

This Agreement and the Transaction are part of a proposed settlement of a dispute among the Parties. Nothing herein shall be deemed an admission of any kind. Pursuant to Federal Rule of Evidence 408, any applicable state rules of evidence and any other applicable law, foreign or domestic, this Agreement and the exhibits attached hereto and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce the terms of this Agreement or the exhibits attached hereto (as applicable).

#### 19. Headings; Recitals

The section headings of this Agreement are for convenience of reference only and shall not, for any purpose, be deemed a part of this Agreement. The recitals to this Agreement are true and correct and incorporated by reference into this Section 19.

20. Notice

Any notices or other communications required or permitted under, or otherwise in connection with, this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person, by email, or upon confirmation of receipt when transmitted by facsimile transmission (but only if followed by transmittal by national overnight courier or hand for delivery on the next business day) or on receipt after dispatch by registered or certified mail, postage prepaid, or on the next business day if transmitted by national overnight courier, addressed in each case as follows:

If to the Company:

Superior Energy Services, Inc.  
1001 Louisiana Street  
Suite 2900  
Houston, TX 77002  
Attn: David Dunlap  
Telephone (713) 654-2200

*with a copy to:*

Latham & Watkins LLP  
885 Third Avenue  
New York, NY 10022-4834  
Attn: Keith A. Simon  
George Klidonas  
Hugh Murtagh  
Telephone: 212.906.1200  
Fax: 212.751.4864  
Email: keith.simon@lw.com  
george.klidonas@lw.com  
hugh.murtagh@lw.com

If to any Consenting Noteholder:

To the address (if any) specified on the signature page of this Agreement for the applicable Consenting Noteholder

*with a copy to:*

Davis Polk & Wardwell LLP  
450 Lexington Avenue  
New York, NY 10017  
Attn: Damian S. Schaible  
Adam L. Shpeen  
Email: damian.schaible@davispolk.com  
adam.shpeen@davispolk.com



21. Successors and Assigns

Subject to Section 11, neither this Agreement nor any of the rights or obligations hereunder may be assigned by any Party hereto, without the prior written consent of the other Parties hereto, and then only to a Person who has agreed to be bound by the provisions of this Agreement. This Agreement is intended to and shall bind and inure to the benefit of the Parties and their respective successors, permitted assigns, heirs, executors, administrators and representatives, as applicable.

22. No Third-Party Beneficiaries

Unless expressly stated herein, this Agreement shall be solely for the benefit of the Parties hereto and no other person or entity shall be a third party beneficiary hereof or shall otherwise be entitled to enforce any provision hereof.

23. Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement. Any Party hereto may execute and deliver a counterpart of this Agreement by delivery by facsimile transmission or electronic mail of a signature page of this Agreement signed by such Party, and any such facsimile or electronic mail signature shall be treated in all respects as having the same effect as having an original signature. The Company shall redact the Consenting Noteholders' individual fund names as listed on their respective signature page in any publicly filed version of this Agreement.

24. [Reserved]

25. Acknowledgement; Not a Solicitation

This Agreement does not constitute, and shall not be deemed to constitute (i) an offer for the purchase, sale, exchange, hypothecation, or other transfer of securities for purposes of the Securities Act of 1933 and the Securities Exchange Act of 1934 (or any other federal or state law or regulation), or (ii) a solicitation of votes on the Plan for purposes of the Bankruptcy Code. The vote of each Consenting Noteholder to accept or reject the Plan shall not be solicited except in accordance with applicable law.

26. Public Announcement and Filings

The Company shall submit drafts to counsel to the Ad Hoc Group of any press releases and public documents that constitute disclosure of the existence or terms of this Agreement or any amendment to the terms of this Agreement at least one (1) business day prior to making any such disclosure, and shall afford such counsel a reasonable opportunity under the circumstances to comment on such documents and disclosures and shall incorporate any such reasonable comments in good faith. Except as required by applicable law or regulation, or the rules of any applicable stock exchange or regulatory body, or in filings to be made with the Bankruptcy Court, no Party or its advisors shall (a) use the name of any Consenting Noteholder in any public manner (including in any press release) with respect to this Agreement, or (b) disclose to any Person, other than advisors to the Company, the principal amount or percentage of any Notes Claims held by any Consenting Noteholder without such Consenting Noteholder's prior written consent; provided, however, that the foregoing shall not prohibit the disclosure of the aggregate percentage or aggregate principal amount of Notes Claims held by all Consenting Noteholders. Except as required by applicable law or regulation, or the rules of any applicable stock exchange or regulatory body, or in filings to be made with the Bankruptcy Court, no Party shall, nor shall it permit any of its respective affiliates to, make any public announcement in respect of this Agreement or the transactions contemplated hereby or by the Plan without the prior written consent of the Company and the Required Consenting Noteholders (in each case such consent not to be unreasonably withheld); provided, however, for the avoidance of doubt, any public announcement required to be made by a Consenting Noteholder or its affiliates in its capacity as an ABL Lender or another type of Company creditor or that contains only publicly-available information regarding this Agreement, the Plan or the Transaction shall not constitute a violation of this Section 26.

27. Relationship Among Parties

It is understood and agreed that no Party has any duty of trust or confidence in any form with any other Party, and there are no commitments among or between them, in each case arising solely from or in connection with this Agreement. No prior history, pattern or practice of sharing confidences among or between the Parties shall in any way affect or negate this understanding and agreement. Nothing contained in this Agreement, and no action taken by any Consenting Noteholder hereto is intended to constitute the Consenting Noteholders as a partnership, an association, a joint venture, or any other kind of entity, or create a presumption that any Consenting Noteholder is in any way acting in concert or as a member of a "group" with any other Consenting Noteholder within the meaning of Rule 13d-5 under the Securities Exchange Act of 1934, as amended.

28. No Strict Construction

Each Party acknowledges that it has received adequate information to enter into this Agreement, and that this Agreement and the exhibits attached hereto have been prepared through the joint efforts of all of the Parties. Neither the provisions of this Agreement or the exhibits attached hereto nor any alleged ambiguity herein or therein shall be interpreted or resolved against any Party on the ground that such Party's counsel drafted this Agreement or the exhibits attached hereto, or based on any other rule of strict construction.



29. Remedies Cumulative; No Waiver

All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party. The failure of any Party hereto to exercise any right, power, or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon strict compliance by any other Party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such Party of its right to exercise any such or other right, power, or remedy or to demand such strict compliance.

30. Severability

If any portion of this Agreement or the exhibits attached hereto shall be held by a court of competent jurisdiction to be invalid, unenforceable, void or voidable, or violative of applicable law, the remaining portions of this Agreement and the exhibits attached hereto (as applicable) so far as they may practicably be performed shall remain in full force and effect and binding on the Parties hereto, provided that, this provision shall not operate to waive any condition precedent to any event set forth herein.

31. Time

If any time period or other deadline provided in this Agreement expires on a day that is not a business day, then such time period or other deadline, as applicable, shall be deemed extended to the next succeeding business day.

32. Additional Parties

Without in any way limiting the provisions hereof, additional Noteholders may elect to become Parties by executing and delivering to the Company a counterpart hereof. Such additional Noteholders shall become a Party to this Agreement as a Consenting Noteholder in accordance with the terms of this Agreement.

33. Rules of Interpretation

For purposes of this Agreement, unless otherwise specified: (a) each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender; (b) all references herein to “Articles”, “Sections”, and “Exhibits” are references to Articles, Sections, and Exhibits of this Agreement; and (c) the words “herein,” “hereof,” “hereunder” and “hereto” refer to this Agreement in its entirety rather than to a particular portion of this Agreement.

34. Plan

The Plan is expressly incorporated herein by reference and made part of this Agreement as if fully set forth herein. The Plan sets forth the material terms and conditions of the

Transaction; provided, however, the Plan is supplemented by the other terms and conditions of this Agreement and, with respect to terms set forth on the Plan Term Sheet that are both (a) not superseded by express Plan provisions and (b) otherwise not inconsistent with the Plan (including, without limitation, the terms set forth in the section of the Plan Term Sheet entitled “New Boards”), the Plan Term Sheet. In the event of any conflict or inconsistency between the Plan and any other provision of this Agreement, the Plan will govern and control to the extent of such conflict or inconsistency.

35. Email Consents

Where a written consent, acceptance, approval, extension, or waiver is required pursuant to or contemplated under this Agreement, such written consent, acceptance, approval, extension, or waiver shall be deemed to have occurred if, by agreement between counsel to the Parties submitting and receiving such consent, acceptance, approval, extension, or waiver, it is conveyed in writing (including electronic mail) between each such counsel without representations or warranties of any kind on behalf of such counsel.

***[Remainder of page intentionally left blank; signature page follows.]***

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized signatories, solely in their respective capacity as such and not in any other capacity, as of the date first set forth above.

**DEBTOR PARENT:**

**SUPERIOR ENERGY SERVICES, INC.**

By: 

Name: David D. Dunlap

Title: President and Chief Executive Officer

**DEBTOR SUBSIDIARIES:**

**1105 PETERS ROAD, L.L.C.  
ADVANCED OILWELL SERVICES, INC.  
COMPLETE ENERGY SERVICES, INC.  
CONNECTION TECHNOLOGY, L.L.C.  
CSI TECHNOLOGIES, L.L.C.  
GUARD DRILLING MUD DISPOSAL, INC.  
H.B. RENTALS, L.C.  
INTERNATIONAL SNUBBING SERVICES, L.L.C.  
PUMPCO ENERGY SERVICES, INC.  
SEMO, L.L.C.  
SEMSE, L.L.C.  
SERVICIOS HOLDING I, INC.  
SES INTERNATIONAL HOLDINGS GP, LLC  
SES TRINIDAD, L.L.C.  
SESI, L.L.C.  
SESI CORPORATE, LLC  
SESI GLOBAL, LLC  
SPN WELL SERVICES, INC.  
STABIL DRILL SPECIALTIES, L.L.C.  
SUPERIOR ENERGY SERVICES, L.L.C.  
SUPERIOR ENERGY SERVICES COLOMBIA, LLC  
SUPERIOR ENERGY SERVICES GP, LLC  
SUPERIOR ENERGY SERVICES-NORTH  
AMERICA SERVICES, INC.  
SUPERIOR INSPECTION SERVICES, L.L.C.  
SUPERIOR HOLDING, INC.  
WARRIOR ENERGY SERVICES CORPORATION  
WILD WELL CONTROL, INC.  
WORKSTRINGS INTERNATIONAL, L.L.C.**

By: 

Name: David D. Dunlap

Title: President and Chief Executive Officer

*[Consenting Lender Signature Pages Omitted]*

**Exhibit A**

**Plan**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:	X	
	:	Chapter 11
	:	
SUPERIOR ENERGY SERVICES, INC., <i>et al.</i> , <sup>1</sup>	:	Case No. 20-_____ (____)
	:	
Debtors.	:	(Joint Administration Requested)
	:	
	X	

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**JOINT PREPACKAGED PLAN OF REORGANIZATION FOR  
SUPERIOR ENERGY SERVICES, INC. AND ITS AFFILIATE DEBTORS  
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

---

**HUNTON ANDREWS KURTH LLP**

Timothy A. (“Tad”) Davidson II (No. 24012503)  
Ashley L. Harper (No. 24065272)  
600 Travis Street, Suite 4200  
Houston, Texas 77002  
Telephone: (713) 220-4200  
Facsimile: (713) 220-4285

**LATHAM & WATKINS LLP**

George A. Davis (*pro hac vice* admission pending)  
Keith A. Simon (*pro hac vice* admission pending)  
George Klidonas (*pro hac vice* admission pending)  
885 Third Avenue  
New York, New York 10022  
Telephone: (212) 906-1200  
Facsimile: (212) 751-4864

*Proposed Counsel for the Debtors and Debtors-in-Possession*

Dated: December [•], 2020  
Houston, Texas

---

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Superior Energy Services, Inc. (9388), SESI, L.L.C. (4124), Superior Energy Services-North America Services, Inc. (5131), Complete Energy Services, Inc. (9295), Warrior Energy Services Corporation (9424), SPN Well Services, Inc. (2682), Pumpco Energy Services, Inc. (7310), 1105 Peters Road, L.L.C. (4198), Connection Technology, L.L.C. (4128), CSI Technologies, LLC (6936), H.B. Rentals, L.C. (7291), International Snubbing Services, L.L.C. (4134), Stabil Drill Specialties, L.L.C. (4138), Superior Energy Services, L.L.C. (4196), Superior Inspection Services, L.L.C. (4991), Wild Well Control, Inc. (3477), Workstrings International, L.L.C. (0390). The Debtors’ address is 1001 Louisiana Street, Suite 2900, Houston, Texas 77002.

NO CHAPTER 11 CASES HAVE BEEN COMMENCED AT THIS TIME. THIS PREPACKAGED PLAN OF REORGANIZATION, AND THE SOLICITATION MATERIALS ACCOMPANYING THIS PLAN, HAVE NOT BEEN APPROVED BY THE BANKRUPTCY COURT AS CONTAINING “ADEQUATE INFORMATION” WITHIN THE MEANING OF SECTION 1125(a) OF THE BANKRUPTCY CODE. IN THE EVENT THE CHAPTER 11 CASES ARE COMMENCED, THE DEBTORS EXPECT TO PROMPTLY SEEK AN ORDER OF THE BANKRUPTCY COURT (1) APPROVING THE SOLICITATION OF VOTES AS HAVING BEEN IN COMPLIANCE WITH SECTIONS 1126(b) AND 1125(g) OF THE BANKRUPTCY CODE; (2) APPROVING THE ADEQUACY OF THE DISCLOSURE STATEMENT; AND (3) CONFIRMING THE PLAN PURSUANT TO SECTION 1129 OF THE BANKRUPTCY CODE. THE DEBTORS RESERVE THE RIGHT TO CONSUMMATE THE RESTRUCTURING TRANSACTIONS WITHOUT COMMENCING ANY CHAPTER 11 CASES.

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**JOINT PREPACKAGED PLAN OF REORGANIZATION FOR  
SUPERIOR ENERGY SERVICES, INC. AND ITS AFFILIATE DEBTORS  
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

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The above-captioned debtors (each a “**Debtor**” and, collectively, the “**Debtors**”) jointly propose the following prepackaged chapter 11 plan of reorganization (this “**Plan**”) for the resolution of the outstanding Claims (as defined below) against, and Equity Interests (as defined below) in, each of the Debtors. Although proposed jointly for administrative purposes, this Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims against and Equity Interests in each Debtor pursuant to the Bankruptcy Code (as defined below). This Plan is not premised upon the substantive consolidation of the Debtors with respect to the Classes of Claims or Equity Interests set forth in the Plan. The Debtors are the proponents of this Plan within the meaning of section 1129 of the Bankruptcy Code. Reference is made to the Disclosure Statement (as such term is defined herein and distributed contemporaneously herewith) for a discussion of the Debtors’ history, business, results of operations, historical financial information, projections, a summary and analysis of this Plan, the treatment provided for herein and certain related matters. There also are other agreements and documents, which shall be filed with the Bankruptcy Court (as defined below), that are referenced in this Plan or the Disclosure Statement as Exhibits and Plan Schedules. All such Exhibits and Plan Schedules are incorporated into and are a part of this Plan as if set forth in full herein. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code, Bankruptcy Rule 3019 and the terms and conditions set forth in this Plan, the Debtors reserve the right to alter, amend, modify, revoke or withdraw this Plan prior to its substantial consummation.

**ARTICLE I.**

**RULES OF INTERPRETATION, COMPUTATION OF TIME AND DEFINED TERMS**

*A. Rules of Interpretation; Computation of Time*

For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender; (b) subject to the terms of the Restructuring Support Agreement, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced item shall be substantially in that form or substantially on those terms and conditions; (c) except as otherwise provided herein, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document shall mean as it may be amended, restated, modified or supplemented from time to time; (d) any reference to a Person or an Entity as a Holder of a Claim or an Equity Interest includes that Person’s or Entity’s respective successors and assigns; (e) unless otherwise specified, all references herein to “Articles,” “Sections,” “Exhibits” and “Plan Schedules” are references to Articles, Sections, Exhibits and Plan Schedules hereof or hereto; (f) unless otherwise stated, the words “herein,” “hereof,” “hereunder” and “hereto” refer to this Plan in its entirety rather than

to a particular portion of this Plan; (g) subject to the provisions of any contract, certificate of incorporation, by-law, instrument, release, indenture, or other agreement or document entered into in connection with this Plan and except as expressly provided in Article XII.D of this Plan, the rights and obligations arising pursuant to this Plan shall be governed by, and construed and enforced in accordance with the applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (h) except as otherwise specifically provided herein or the Restructuring Support Agreement, any provision in this Plan, the Exhibits and Plan Schedules hereto, and the Plan Supplement shall be in form and substance consistent in all respects with the Restructuring Support Agreement and subject to all consent and consultation rights of the parties thereto (as specified in the Restructuring Support Agreement) in all respects; (i) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (j) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply to this Plan; (k) references to a specific article, section, or subsection of any statute, rule, or regulation expressly referenced herein shall, unless otherwise specified, include any amendments to or successor provisions of such article, section, or subsection; (l) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (m) references to “shareholders,” “directors,” and/or “officers” shall also include “members” and/or “managers,” as applicable, as such terms are defined under the applicable state limited liability company laws; (n) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; and (o) the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words “without limitation.” Except as otherwise specifically provided in this Plan to the contrary, references in this Plan to “the Debtors” or to “the Reorganized Debtors” shall mean “the Debtors and the Reorganized Debtors,” as applicable, to the extent the context requires.

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to this Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

## *B. Defined Terms*

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form herein:

“*510(b) Equity Claim*” means any Claim subordinated pursuant to section 510(b) of the Bankruptcy Code.

“*Accredited Cash Opt-Out Noteholder*” means a Cash Opt-Out Noteholder who (a) is an “*accredited investor*” (within the meaning of Rule 501(a) under the Securities Act (as defined below)) or a “*qualified institutional buyer*” (within the meaning of Rule 144A of the Securities Act), and (b) holds at least \$1,000 in principal amount of Prepetition Notes.

“*Accrued Professional Compensation*” means, with respect to a particular Professional, an Administrative Claim of such Professional for compensation for services rendered or

reimbursement of costs, expenses or other charges incurred on or after the Petition Date and prior to and including the Effective Date.

*“Ad Hoc Noteholder Group”* means that certain ad hoc group of Holders of the Prepetition Notes represented by the Ad Hoc Noteholder Group Professionals.

*“Ad Hoc Noteholder Group Fees and Expenses”* means all unpaid reasonable and documented fees and out-of-pocket expenses of the Ad Hoc Noteholder Group Professionals incurred in connection with the Chapter 11 Cases or in furtherance of the Plan.

*“Ad Hoc Noteholder Group Professionals”* means, collectively, (a) Davis Polk & Wardwell LLP and Porter Hedges LLP, as legal counsel to the Ad Hoc Noteholder Group, (b) Evercore Group L.L.C., as financial advisor to the Ad Hoc Noteholder Group, and (c) any other advisors to the Ad Hoc Noteholder Group.

*“Administrative Claim”* means a Claim for costs and expenses of administration incurred during the Chapter 11 Cases that are Allowed under sections 503(b), 507(a)(2), 507(b) or 1114(e)(2) of the Bankruptcy Code, including, without limitation: (a) any actual and necessary costs and expenses incurred on or after the Petition Date and prior to and including the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) Professional Fee Claims and any other compensation for legal, financial, advisory, accounting, and other services and reimbursement of expenses Allowed by the Bankruptcy Court under sections 328, 330, 331 or 503(b) of the Bankruptcy Code to the extent incurred on or after the Petition Date and prior to and including the Effective Date; (c) all fees and charges assessed against the Estates under section 1930, chapter 123, of title 28, United States Code; (d) all requests for compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases Allowed pursuant to sections 503(b)(3), (4) and (5) of the Bankruptcy Code; and (e) the Cure Claim Amounts.

*“Affiliate”* means an “affiliate,” as defined in section 101(2) of the Bankruptcy Code; *provided*, that with respect to any Entity that is not a Debtor, the term “Affiliate” shall apply to such Entity as if such Entity were a Debtor.

*“Affiliate Debtor(s)”* means, individually or collectively, any Debtor or Debtors other than Parent.

*“Allowed”* means, with respect to a Claim or Equity Interest: (a) any Claim or Equity Interest as to which no objection to allowance has been interposed (either in the Bankruptcy Court or in the ordinary course of business) on or before the applicable time period fixed by applicable non-bankruptcy law or such other applicable period of limitation fixed by the Bankruptcy Code, the Bankruptcy Rules or the Bankruptcy Court, or as to which any objection has been determined by a Final Order, either before or after the Effective Date, to the extent such objection is determined in favor of the respective Holder; (b) any Claim or Equity Interest as to which the liability of the Debtors and the amount thereof are determined by a Final Order of a court of competent jurisdiction other than the Bankruptcy Court, either before or after the Effective Date; or (c) any Claim or Equity Interest expressly deemed Allowed by this Plan.

*“Amended/New Corporate Governance Documents”* means, as applicable, the amended and restated or new applicable corporate governance documents (including, without limitation, the bylaws, certificates of incorporation, LLC agreements, stockholders agreements, registration rights agreements and other governance documents, as applicable) of the Reorganized Debtors in substantially the form Filed with the Plan Supplement, which documents shall be acceptable to the Required Consenting Noteholders, in consultation with the Debtors, and consistent with the Restructuring Support Agreement.

*“Avoidance Actions”* means any and all actual or potential avoidance, recovery, subordination or similar actions or remedies that may be brought by and on behalf of the Debtors or their Estates under the Bankruptcy Code or applicable non-bankruptcy law, including, without limitation, actions or remedies arising under chapter 5 of the Bankruptcy Code or under similar local, state, federal or foreign statutes and common law, including fraudulent transfer, conveyance laws or similar laws.

*“Ballots”* means the ballots accompanying the Disclosure Statement upon which Holders of Impaired Claims entitled to vote shall, among other things, indicate their acceptance or rejection of this Plan in accordance with this Plan and the procedures governing the solicitation process, and which must be actually received by the Voting and Claims Agent on or before the Voting Deadline.

*“Bankruptcy Code”* means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time and as applicable to the Chapter 11 Cases.

*“Bankruptcy Court”* means the United States Bankruptcy Court for the Southern District of Texas, having jurisdiction over the Chapter 11 Cases and, to the extent of the withdrawal of any reference under section 157 of title 28 of the United States Code and/or the Order of the United States District Court for the Southern District of Texas pursuant to section 157(a) of title 28 of the United States Code, the United States District Court for the Southern District of Texas.

*“Bankruptcy Rules”* means the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, in each case as amended from time to time and as applicable to the Chapter 11 Cases.

*“Business Day”* means any day, other than a Saturday, Sunday or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

*“Cash”* means the legal tender of the United States of America or the equivalent thereof, including bank deposits, checks and cash equivalents, as applicable.

*“Cash Opt-Out Noteholder”* means a Holder of Prepetition Notes Claims that validly and timely elects on or before the Voting Deadline, in accordance with the instructions set forth on the Ballot provided to such Holder, to affirmatively opt-out of the Cash Payout and, in lieu of receiving its Pro Rata portion of the Cash Payout, (a) receive its Pro Rata portion of the New Common Stock and (b) become eligible to exercise its Subscription Rights, to the extent such Holder is an Accredited Cash Opt-Out Noteholder; *provided* that all Consenting Noteholders shall be Cash Opt-Out Noteholders.



“*Cash Payout*” means Cash in an aggregate amount equal to 2.00% of the principal due under the Prepetition Notes held by all Cash Payout Noteholders.

“*Cash Payout Noteholder*” means a Holder of Prepetition Notes Claims that is not a Cash Opt-Out Noteholder.

“*Causes of Action*” means any and all claims, causes of action (including Avoidance Actions), controversy, demands, right, lien, indemnity, guaranty, suit, loss, debt, damage, judgment, account, defense, remedy, power, privilege, proceeding, actions, suits, obligations, liabilities, cross-claims, counterclaims, offsets, or setoffs of any kind or character whatsoever, in each case whether known or unknown, contingent or non-contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, suspected or unsuspected, foreseen or unforeseen, direct or indirect, choate or inchoate, existing or hereafter arising, under statute, in contract, in tort, in law, or in equity, or pursuant to any other theory of law, federal or state, whether asserted or assertable directly or derivatively in law or equity or otherwise by way of claim, counterclaim, cross-claim, third party action, action for indemnity or contribution or otherwise, based in whole or in part upon any act or omission or other event occurring prior to the Petition Date or during the course of the Chapter 11 Cases, including through the Effective Date.

“*Chapter 11 Case(s)*” means (a) when used with reference to a particular Debtor, the case under chapter 11 of the Bankruptcy Code that shall be commenced by such Debtor in the Bankruptcy Court, and (b) when used with reference to all Debtors, the cases under chapter 11 of the Bankruptcy Code that shall be commenced by the Debtors in the Bankruptcy Court.

“*Claim*” means any “claim” (as defined in section 101(5) of the Bankruptcy Code) against any Debtor, whether or not assessed or Allowed.

“*Claims Register*” means the official register of Claims and Equity Interests maintained by the Voting and Claims Agent.

“*Class*” means a category of Holders of Claims or Equity Interests as set forth in Article III hereof pursuant to section 1122(a) of the Bankruptcy Code.

“*Collateral*” means any property or interest in property of the Debtors’ Estates that is subject to a valid and enforceable Lien to secure a Claim.

“*Committee*” means the official committee of unsecured creditors appointed in the Chapter 11 Cases, if any.

“*Confirmation*” means the occurrence of the Confirmation Date, subject to all conditions specified in Article IX of this Plan having been satisfied or waived pursuant to Article IX of this Plan.

“*Confirmation Date*” means the date on which the clerk of the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court in the Chapter 11 Cases.

“*Confirmation Hearing*” means the combined hearing held by the Bankruptcy Court pursuant to sections 105(d)(2)(B)(vi) and 1128 of the Bankruptcy Code and paragraph M of the

Procedures for Complex Cases in the Southern District of Texas to consider (a) final approval of the Disclosure Statement under sections 1125 and 1126(b) of the Bankruptcy Code and (b) confirmation of this Plan, as such hearing may be adjourned or continued from time to time with the consent of the Required Consenting Noteholders.

“*Confirmation Order*” means the order of the Bankruptcy Court (a) approving the Disclosure Statement on a final basis and (b) confirming this Plan pursuant to sections 1125, 1126(b) and 1129 of the Bankruptcy Code, which order shall be acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement.

“*Consenting Noteholders*” has the meaning set forth in the Restructuring Support Agreement.

“*Consummation*” means the occurrence of the Effective Date.

“*Cure Claim Amount*” has the meaning set forth in Article VI.B of this Plan.

“*D&O Liability Insurance Policies*” means all insurance policies (including, without limitation, the D&O Tail Policy, any general liability policies, any errors and omissions policies, and, in each case, any agreements, documents, or instruments related thereto) maintained by the Debtors as of the Effective Date for liabilities against any of the Debtors’ respective directors, managers, and officers.

“*D&O Tail Policy*” means the extension of any of the D&O Liability Insurance Policies for any period beyond the end of the policy period, and for claims based on conduct occurring prior to the Effective Date, including but not limited to that certain directors’ & officers’ liability insurance policy purchased by the Debtors on or about December 3, 2020.

“*Debtor Release*” has the meaning set forth in Article X.B hereof.

“*Debtor Releasing Parties*” has the meaning set forth in Article X.B hereof.

“*Delayed-Draw Term Loan Facility*” means that certain \$200,000,000 Delayed-Draw Term Loan Facility described in the Delayed-Draw Term Loan Commitment Letter.

“*Delayed-Draw Term Loan Commitment Letter*” means the commitment letter governing the Delayed-Draw Term Loan Facility and entered into by Parent and the Delayed-Draw Commitment Parties on September 30, 2020, as amended, supplemented or otherwise modified from time to time.

“*Delayed-Draw Commitment Parties*” means those Prepetition Noteholders that are parties to the Delayed-Draw Term Loan Commitment Letter and have agreed, pursuant to the Delayed-Draw Term Loan Commitment Letter, to provide the Delayed-Draw Term Loan Facility, each in its respective capacity as such.

“*DIP Agent*” means JPMorgan Chase Bank, N.A., or its duly appointed successor, in its capacity as administrative agent and collateral agent under the DIP Agreement.



“*DIP Agreement*” means that certain Senior Secured Debtor-In-Possession Credit Agreement, dated as of December [•], 2020, by and among the Debtors, the DIP Agent, and the DIP Lenders, as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof prior to the Effective Date.

“*DIP Contingent Obligations*” means all contingent obligations not due and payable under the DIP Documents on the Effective Date, including any and all indemnification and expense reimbursement obligations of the Debtors that are contingent as of the Effective Date.

“*DIP Documents*” means the “Loan Documents” as defined in the DIP Agreement, in each case as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof prior to the Effective Date.

“*DIP Facility Claims*” means any and all Claims arising from, under, or in connection with the DIP Agreement or any of the DIP Documents.

“*DIP Final Order*” means that certain *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection to Prepetition ABL Secured Parties, (V) Modifying Automatic Stay, and (VII) Granting Related Relief* entered by the Bankruptcy Court on [•], 2020 (Docket No. [•]), as amended, supplemented or modified from time to time.

“*DIP Interim Order*” means that certain *Interim Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection to Prepetition ABL Secured Parties, (V) Modifying Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* entered by the Bankruptcy Court on [•], 2020 (Docket No. [•]), as amended, supplemented or modified from time to time.

“*DIP Lenders*” means, collectively, the banks, financial, institutions, and other lenders party to the DIP Agreement from time to time, and each arranger, bookrunner, syndication agent, manager, and documentation agent party to the DIP Agreement from time to time.

“*DIP Liens*” means the Liens securing the payment of the DIP Super-Priority Claims.

“*DIP Orders*” means, collectively, the DIP Interim Order and the DIP Final Order.

“*DIP Required Lenders*” shall mean the “Required Lenders” as defined in the DIP Agreement.

“*DIP Super-Priority Claims*” means any and all Claims arising from, under, or in connection with the DIP Agreement or any other DIP Documents, including Claims for all principal amounts outstanding, interest, fees, expenses, costs, and other charges and all other “Obligations” as defined in the DIP Agreement.

“*Disclosure Statement*” means that certain *Disclosure Statement for the Joint Prepackaged Plan of Reorganization for Superior Energy Services, Inc. and its Affiliate Debtors under Chapter*

11 of the Bankruptcy Code, dated as of December [•], 2020 (as amended, supplemented, or modified from time to time and including all exhibits and schedules thereto and references therein that relate to this Plan and as approved by the Disclosure Statement Interim Order or Confirmation Order).

“*Disclosure Statement Interim Order*” means that certain Order (I) *Conditionally Approving Disclosure Statement*, (II) *Scheduling Combined Hearing on (A) Adequacy Of Disclosure Statement and (B) Confirmation of Plan*, (III) *Establishing Deadline to Object to Disclosure Statement and Plan and Form of Notice Thereof*, (IV) *Approving Solicitation Procedures and Forms of Ballots and Notice of Non-Voting Status*, (V) *Conditionally Waiving Requirement of Filing Schedules and Statements and of Convening Section 341 Meeting of Creditors*, and (IV) *Granting Related Relief*, entered by the Bankruptcy Court on [•], 2020 (Docket No. [•]), as amended, supplemented or modified from time to time, which, among other things, conditionally approves the Disclosure Statement, on an interim basis, and approves the Equity Rights Offering Procedures.

“*Disputed*” means any Claim or any portion thereof, that has not been Allowed, but has not been disallowed pursuant to this Plan or a Final Order of the Bankruptcy Court or other court of competent jurisdiction.

“*Distribution Agent*” means the Reorganized Debtors or any party designated by the Reorganized Debtors to serve as distribution agent under this Plan. For purposes of distributions under this Plan to the Holders of Allowed DIP Super-Priority Claims, Allowed Prepetition Credit Agreement Claims and Allowed Prepetition Notes Claims, the DIP Agent, the Prepetition Credit Agreement Agent, and the Prepetition Notes Indenture Trustee, respectively, shall be and shall act as the Distribution Agent.

“*Distribution Record Date*” means the date for determining which Holders of Claims and Equity Interests are eligible to receive distributions under this Plan, which date shall be the Effective Date or such other date acceptable to the Required Consenting Noteholders. The Distribution Record Date shall not apply to securities of the Debtors deposited with DTC, the holders of which shall receive a distribution in accordance with Article VII of this Plan and, as applicable, the customary procedures of DTC.

“*DTC*” means the Depository Trust Company.

“*Effective Date*” means the first Business Day on which the conditions specified in Article IX of this Plan have been satisfied or waived in accordance with the terms of Article IX.

“*Entity*” means an “entity” as defined in section 101(15) of the Bankruptcy Code.

“*Equity Interest*” means (a) any Equity Security or other ownership interest in any Debtor, including, without limitation, all issued, unissued, authorized or outstanding units, shares of stock and other ownership interests, together with (i) any options, warrants or contractual rights to purchase or acquire any such Equity Securities at any time with respect to any Debtor, and all rights arising with respect thereto and (ii) the rights of any Person or Entity to purchase or demand the issuance of any of the foregoing and shall include: (1) conversion, exchange, voting,

participation, and dividend rights; (2) liquidation preferences; (3) options, warrants, and call and put rights; (4) share-appreciation rights; and (5) all Unexercised Equity Interests, in each case, as in existence immediately prior to the Effective Date; and (b) any 510(b) Equity Claim, in each case, as in existence immediately prior to the Effective Date.

*“Equity Rights Offering”* means that certain offering of Subscription Rights exercisable solely by electing Accredited Cash Opt-Out Noteholders, to purchase the New Common Stock on a Pro Rata basis for up to an aggregate amount equal to the Equity Rights Offering Amount.

*“Equity Rights Offering Amount”* means an amount equal to the cash proceeds of the Equity Rights Offering, which amount shall not exceed the amount of the Cash Payout.

*“Equity Rights Offering Procedures”* means the procedures for the implementation of the Equity Rights Offering as approved in the Disclosure Statement Interim Order.

*“Equity Rights Offering Shares”* means the shares of New Common Stock issued pursuant to the Equity Rights Offering.

*“Equity Security”* means an “equity security” as defined in section 101(16) of the Bankruptcy Code.

*“Estate(s)”* means, individually, the estate of each of the Debtors and, collectively, the estates of all of the Debtors created under section 541 of the Bankruptcy Code.

*“Exchange Act”* means the Securities Exchange Act of 1934, 15 U.S.C. §§ 78a *et seq.*, as now in effect or hereafter amended, and any rules and regulations promulgated thereunder.

*“Excluded Parties”* means, collectively, (i) any director, officer, manager, or employee of the Debtors that did not serve in such capacity on or after the Restructuring Support Agreement Effective Date or (ii) any other entity named as a defendant in a pending suit by the Debtors.

*“Exculpated Parties”* means, collectively, in each case in their capacities as such:

- (a) the Debtors;
- (b) the Reorganized Debtors;
- (c) the Prepetition Credit Agreement Agent and the Prepetition Credit Agreement Lenders;
- (d) the DIP Agent;
- (e) the DIP Lenders;
- (f) the Prepetition Notes Indenture Trustee;
- (g) the Ad Hoc Noteholder Group and the members thereof;
- (h) the Consenting Noteholders;

- (i) the Delayed-Draw Commitment Parties;
- (j) the Distribution Agents;
- (k) each Exit Facility Agent;
- (l) the Exit Facility Lenders; and
- (m) with respect to each of the foregoing Persons and Entities in clauses (a) through (l), each such Person's and Entity's respective Related Persons, in each case solely in their capacity as such.

"*Exculpation*" means the exculpation provision set forth in Article X.E hereof.

"*Executory Contract*" means a contract to which any Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

"*Exhibit*" means an exhibit annexed to either this Plan or as an appendix to the Disclosure Statement (as such exhibits are amended, modified or otherwise supplemented from time to time).

"*Exit ABL Facility*" means a secured asset-based revolving credit facility, if any, entered into on the Effective Date in accordance with the Restructuring Documents and the Restructuring Support Agreement.

"*Exit DDTL Facility*" means a delayed-draw term loan facility up to \$200 million, if any, that may be provided by the Delayed-Draw Commitment Parties upon the terms and subject to the conditions of the Delayed-Draw Term Loan Commitment Letter and entered into on the Effective Date in accordance with the Restructuring Documents and the Delayed-Draw Term Loan Commitment Letter.

"*Exit Facility*" means any Exit ABL Facility and/or the Exit DDTL Facility, as applicable.

"*Exit Facility Agent*" means the administrative agent and collateral agent under any Exit Facility Credit Agreement, solely in its capacity as such.

"*Exit Facility Credit Agreement*" means each credit agreement in respect of the Exit Facility, in substantially the form as Filed, or consistent with a term sheet as Filed, with the Plan Supplement, the terms and conditions of which are acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement.

"*Exit Facility Lenders*" means the lenders under each Exit Facility Credit Agreement, solely in their respective capacities as such.

"*Exit Facility Loan Documents*" means each Exit Facility Credit Agreement and any other guarantee, security agreement, deed of trust, mortgage, and other documents (including UCC financing statements), contracts, and agreements entered into with respect to, or in connection with, the applicable Exit Facility Credit Agreement.

“*File*” or “*Filed*” or “*Filing*” means file, filed or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

“*Final Order*” means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the subject matter, as entered on the docket in any Chapter 11 Case or the docket of any court of competent jurisdiction, and as to which the time to appeal, or seek certiorari or move for a new trial, reargument, or rehearing has expired and no appeal or petition for certiorari or other proceedings for a new trial, reargument, or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be timely filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument, or rehearing shall have been denied, resulted in no stay pending appeal of such order, or has otherwise been dismissed with prejudice; provided, however, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order shall not preclude such order from being a Final Order.

“*General Unsecured Claim*” means any Claim that is not a/an: Administrative Claim; DIP Facility Claim; Professional Fee Claim; Priority Tax Claim; Secured Tax Claim; Other Priority Claim; Other Secured Claim; Intercompany Claim; Prepetition Debt Claim; or 510(b) Equity Claim.

“*Governmental Unit*” means a “governmental unit” as defined in section 101(27) of the Bankruptcy Code.

“*Holder*” means a Person or an Entity holding a Claim or Equity Interest, as the context requires.

“*Impaired*” means, when used in reference to a Claim or Equity Interest, a Claim or Equity Interest that is “impaired” within the meaning of section 1124 of the Bankruptcy Code.

“*Indemnification Provisions*” means, collectively, each of the provisions in place as of the Restructuring Support Agreement Effective Date (whether in bylaws, certificates of formation or incorporation, board resolutions, employment contracts or otherwise) whereby any Debtor agrees to indemnify, reimburse, provide contribution or advance fees and expenses to or for the benefit of, defend, exculpate, or limit the liability of, any Indemnified Party.

“*Indemnified Parties*” means each of the Debtors’ and their respective subsidiaries’ directors, officers, and managers in their respective capacities as such that served in such capacity on or after the Restructuring Support Agreement Effective Date and is not an Excluded Party.

“*Insurance and Surety Contracts*” means all insurance policies and all surety bonds and related agreements of indemnity that have been issued at any time to, or provide coverage to, any of the Debtors and all agreements, documents, or instruments relating thereto.

“*Intercompany Claim*” means any Claim against any of the Debtors held by another Debtor, other than an Administrative Claim.

“*Intercompany Equity Interest*” means direct and indirect Equity Interests in a Debtor (other than Parent) held by another Debtor.

“*Lien*” means a “lien” as defined in section 101(37) of the Bankruptcy Code, and, with respect to any property or asset, includes, without limitation, any mortgage, lien, pledge, charge, security interest or other encumbrance of any kind, or any other type of preferential arrangement that has the practical effect of creating a security interest, in respect of such property or asset.

“*Local Rules*” means the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Southern District of Texas.

“*New Board*” means the initial board of directors of Reorganized Parent to be put in place on and as of the Effective Date in accordance with the Restructuring Support Agreement. The members of the initial board of directors of Reorganized Parent, if known, shall be identified in the Plan Supplement.

“*New Common Stock*” means the new common stock of Reorganized Parent to be issued pursuant to this Plan and the Amended/New Corporate Governance Documents.

“*New Common Stock Pool*” means 100% of the New Common Stock issued and outstanding on the Effective Date. For the avoidance of doubt, from and after the Effective Date, the New Common Stock Pool shall be subject to dilution by the New MIP Equity.

“*New Management Incentive Plan*” has the meaning set forth in Article V.H of this Plan.

“*New MIP Equity*” means the New Common Stock or other equity interests issued from time to time pursuant to or in connection with the New Management Incentive Plan.

“*New Registration Rights Agreement*” means, if applicable, the registration rights agreement with respect to the New Common Stock, in substantially the form Filed with the Plan Supplement, which agreement shall contain terms and conditions which are acceptable to the Required Consenting Noteholders, in consultation with the Debtors.

“*New Stockholders Agreement*” means, if applicable, that certain stockholders agreement of Reorganized Parent, in substantially the form Filed with the Plan Supplement, which agreement shall contain terms and conditions acceptable to the Required Consenting Noteholders, in consultation with the Debtors.

“*Non-Debtor Releasing Parties*” means, collectively, in each case in their capacities as such:

- (a) the Prepetition Credit Agreement Agent and the Prepetition Credit Agreement Lenders;
- (b) the DIP Agent;
- (c) the DIP Lenders;



- (d) the Prepetition Notes Indenture Trustee;
- (e) the Ad Hoc Noteholder Group and the members thereof;
- (f) the Consenting Noteholders;
- (g) the Delayed-Draw Commitment Parties;
- (h) the Distribution Agents;
- (i) each Exit Facility Agent;
- (j) the Exit Facility Lenders;
- (k) those Holders of Claims presumed to accept this Plan that do not affirmatively opt out of the Third Party Release;
- (l) the Holders of Claims and Old Parent Interests that vote to accept this Plan;
- (m) the Releasing Old Parent Interestholders; and
- (n) the Prepetition Noteholders that are not Consenting Noteholders and do not affirmatively opt out of the Third Party Release.

“*Notice*” has the meaning set forth in Article XII.K of this Plan.

“*Notice of Non-Voting Status*” means that form of notice sent to Holders of Claims and Equity Interests in Classes 1-4, 8, 10 and 12 notifying them of, among other things, their non-voting status and providing them with the opportunity to opt out of the Third Party Releases.

“*Old Parent Interest*” means the Equity Interests in Parent, as in existence immediately prior to the Effective Date.

“*Other Priority Claim*” means any Claim accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim, an Administrative Claim or a DIP Facility Claim.

“*Other Secured Claim*” means any Secured Claim other than an Administrative Claim, Secured Tax Claim, DIP Facility Claim, or Prepetition Credit Agreement Claim.

“*Parent*” means Superior Energy Services, Inc., as a debtor-in-possession in these Chapter 11 Cases.

“*Parent GUC Recovery Cash Pool*” means Cash in the aggregate amount equal to \$125,000.

“*Parent Subsidiary*” means each direct and indirect, wholly-owned subsidiary of Parent.

“*Person*” means a “person” as defined in section 101(41) of the Bankruptcy Code and also includes any natural person, corporation, general or limited partnership, limited liability company, firm, trust, association, government, governmental agency or other Entity, whether acting in an individual, fiduciary or other capacity.

“*Petition Date*” means the date on which the Debtors commence the Chapter 11 Cases.

“*Plan*” means this *Joint Prepackaged Plan of Reorganization for Superior Energy Services, Inc. and its Affiliate Debtors under Chapter 11 of the Bankruptcy Code*, dated December [•], 2020, including the Exhibits and all supplements, appendices, and schedules thereto (including any appendices, exhibits, schedules, and supplements to this Plan that are contained in the Plan Supplement), either in its present form or as the same may be amended, supplemented, or modified from time to time.

“*Plan Objection Deadline*” means the date and time by which objections to Confirmation and Consummation of this Plan must be Filed with the Bankruptcy Court.

“*Plan Schedule*” means a schedule annexed to this Plan or an appendix to the Disclosure Statement (as amended, modified or otherwise supplemented from time to time).

“*Plan Securities*” has the meaning set forth in Article V.I of this Plan.

“*Plan Securities and Documents*” has the meaning set forth in Article V.I of this Plan.

“*Plan Supplement*” means, collectively, the compilation of term sheets, documents and forms of documents, and all exhibits, attachments, schedules, agreements, documents and instruments referred to therein, ancillary or otherwise, including, without limitation, the Exhibits and Plan Schedules, all of which are incorporated by reference into, and are an integral part of, this Plan, as all of the same may be amended, supplemented, or modified from time to time at any time prior to the Effective Date. The Plan Supplement shall be in form and substance reasonably acceptable to the Debtors and the Required Consenting Noteholders and shall be Filed initially with the Bankruptcy Court at least seven (7) days prior to the Confirmation Hearing.

“*Prepetition Credit Agreement*” means that certain Fifth Amended and Restated Credit Agreement, dated as of October 20, 2017, by and among SESI, L.L.C., as borrower, Parent, the Prepetition Credit Agreement Agent, and the Prepetition Credit Agreement Lenders, as amended, supplemented, or modified from time to time prior to the Petition Date.

“*Prepetition Credit Agreement Agent*” means JPMorgan Chase Bank, N.A., in its capacity as administrative agent under the Prepetition Credit Agreement.

“*Prepetition Credit Agreement Claims*” means any and all Claims arising from, under or in connection with the Prepetition Credit Agreement (including, without limitation, any and all “Rate Management Obligations,” “Specified Cash Management Obligations” and other “Obligations” as defined therein) or any other Prepetition Loan Document relating to the Prepetition Credit Agreement.



“*Prepetition Credit Agreement Lenders*” means the lenders party to the Prepetition Credit Agreement from time to time.

“*Prepetition Credit Agreement Liens*” means the Liens securing the Prepetition Credit Agreement Claims.

“*Prepetition Debt Claims*” means, collectively, the Prepetition Credit Agreement Claims and the Prepetition Notes Claims.

“*Prepetition Debt Documents*” means, collectively, the Prepetition Credit Agreement, the Prepetition Loan Documents, the Prepetition Notes and the Prepetition Notes Indentures.

“*Prepetition Loan Documents*” means the “Loan Documents” as defined in the Prepetition Credit Agreement, in each case as amended, supplemented, or modified from time to time prior to the Petition Date.

“*Prepetition Noteholders*” means, collectively, the record holders of and owners of beneficial interests in the Prepetition Notes.

“*Prepetition Notes*” means, collectively, those certain 7.125% senior unsecured notes due 2021 (the “**2021 Notes**”) and those certain 7.750% senior unsecured notes due 2024 (the “**2024 Notes**”) issued by SESI, L.L.C. pursuant to the applicable Prepetition Notes Indentures, in an aggregate principal amount of \$1.30 billion.

“*Prepetition Notes Claims*” means any and all Claims arising from, under, or in connection with the Prepetition Notes, the Prepetition Notes Indentures or any document or agreement related to the Prepetition Notes or the Prepetition Notes Indentures.

“*Prepetition Notes Indentures*” means, collectively, (a) that certain Indenture, dated as of December 6, 2011, by and among SESI, L.L.C., as issuer, each of the guarantors party thereto from time to time, the Prepetition Notes Indenture Trustee, and the Prepetition Noteholders party thereto from time to time, governing the issuance of the 2021 Notes, and (b) that certain Indenture, dated as of August 17, 2017, by and among SESI, L.L.C., as issuer, each of the guarantors party thereto from time to time, the Prepetition Notes Indenture Trustee, and the Prepetition Noteholders party thereto from time to time, governing the issuance of the 2024 Notes, in each case as amended, restated, modified, supplemented, or replaced from time to time prior to the Petition Date.

“*Prepetition Notes Indenture Trustee*” means The Bank of New York Mellon Trust Company, N.A., solely in its capacity as indenture trustee and in each other capacity for which it serves under or in connection with the Prepetition Notes Indentures; provided that if the context requires only certain of the foregoing capacities, then only in such capacity(ies).

“*Prepetition Notes Indenture Trustee Charging Lien*” means any Lien or other priority in payment arising prior to the Effective Date to which the Prepetition Notes Indenture Trustee is entitled, pursuant to the Prepetition Notes Indentures, against distributions to be made to Holders of Allowed Prepetition Notes Claims for payment of any Prepetition Notes Indenture Trustee Fees and Expenses.

“*Prepetition Notes Indenture Trustee Fees and Expenses*” means the reasonable and documented compensation, fees, expenses, disbursements and indemnity claims incurred by the Prepetition Notes Indenture Trustee, including without limitation, attorneys’ and agents’ fees, expenses and disbursements, incurred by the Prepetition Notes Indenture Trustee, whether prior to or after the Petition Date and whether prior to or after consummation of this Plan, in each case to the extent payable or reimbursable under the Prepetition Notes Indentures.

“*Priority Tax Claim*” means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

“*Pro Rata*” means the proportion that an Allowed Claim or Allowed Equity Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Equity Interests in such Class.

“*Professional*” means any Person or Entity retained by the Debtors or the Committee in the Chapter 11 Cases pursuant to section 327, 328, 363, and/or 1103 of the Bankruptcy Code (other than an ordinary course professional).

“*Professional Fee Claim*” means a Claim for Accrued Professional Compensation under sections 328, 330, 331, or 503 of the Bankruptcy Code.

“*Professional Fee Claim Reserve*” means the reserve established and maintained in an amount reasonably determined by the Reorganized Debtors, in consultation with the Required Consenting Noteholders, from Cash on hand existing immediately prior to the Effective Date to pay in full in Cash the Professional Fee Claims incurred on or prior to the Effective Date, as and when such claims become Allowed; provided, however, that the Required Consenting Noteholders shall have the right to challenge the reasonableness of any such amount.

“*Professional Fees Bar Date*” means the Business Day that is forty-five (45) days after the Effective Date or such other date as approved by Final Order of the Bankruptcy Court.

“*Regulation D*” means Regulation D promulgated under the Securities Act.

“*Regulation S*” means Regulation S promulgated under the Securities Act.

“*Related Persons*” means, with respect to any Person or Entity, such Person’s or Entity’s respective predecessors, successors, assigns and present and former Affiliates (whether by operation of law or otherwise) and subsidiaries, and each of their respective current and former officers, directors, principals, employees, shareholders, members (including *ex officio* members and managing members), managers, managed accounts or funds, management companies, fund advisors, advisory or subcommittee board members, partners, agents, financial advisors, attorneys, accountants, investment bankers, investment advisors, consultants, representatives, and other professionals, and any Person or Entity claiming by or through any of them, including such Related Persons’ respective heirs, executors, estates, servants, and nominees; provided, however, that no insurer of any Debtor shall constitute a Related Person.

“*Release*” means the release given by the Releasing Parties to the Released Parties as set forth in Article X.B hereof.

“*Released Party*” means, collectively:

- (a) the Debtors;
- (b) the Reorganized Debtors;
- (c) the Prepetition Credit Agreement Agent and the Prepetition Credit Agreement Lenders;
- (d) the DIP Agent;
- (e) the DIP Lenders;
- (f) the Prepetition Notes Indenture Trustee;
- (g) the Ad Hoc Noteholder Group and the members thereof in their capacities as such;
- (h) the Consenting Noteholders;
- (i) the Delayed-Draw Commitment Parties;
- (j) the Distribution Agents;
- (k) each Exit Facility Agent;
- (l) the Exit Facility Lenders;
- (m) the Releasing Old Parent Interestholders; and
- (n) with respect to each of the foregoing Persons and Entities in clauses (a) through (m), each such Person’s and Entity’s respective Related Persons, in each case solely in their capacity as such; provided, however, that the Released Parties shall not include any Excluded Parties.

“*Releasing Old Parent Interestholder*” means a Holder of an Old Parent Interest that does not affirmatively opt out of the Third Party Release, as provided on its Notice of Non-Voting Status.

“*Releasing Party*” has the meaning set forth in Article X.B hereof.

“*Reorganization Steps Overview*” means the description of the steps of the Restructuring Transactions, substantially in the form Filed with the Plan Supplement in form and substance reasonably acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement.

“*Reorganized Debtors*” means, subject to the Restructuring Transactions, the Debtors as reorganized pursuant to this Plan on or after the Effective Date, and their respective successors.

“*Reorganized Parent*” means, subject to the Restructuring Transactions, Superior Energy Services, Inc., as reorganized pursuant to this Plan on the Effective Date, and its successors.

“*Required Consenting Noteholders*” has the meaning set forth in the Restructuring Support Agreement.

“*Restructuring Documents*” means, collectively, the documents and agreements (and the exhibits, schedules, annexes and supplements thereto) necessary to implement, or entered into in connection with, this Plan, including, without limitation, the Plan Supplement, the Exhibits, the Plan Schedules, the Reorganization Steps Overview, the Equity Rights Offering Procedures, the Amended/New Corporate Governance Documents, the Exit Credit Agreements, and, in each case, all documents and agreements related thereto, all of which Restructuring Documents shall be in form and substance reasonably acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement.

“*Restructuring Support Agreement*” means that certain Amended and Restated Restructuring Support Agreement, dated as of December 4, 2020, by and among the Debtors and the Consenting Noteholders (as amended, supplemented or modified from time to time).

“*Restructuring Support Agreement Effective Date*” means September 29, 2020.

“*Restructuring Term Sheet*” means the term sheet attached as Exhibit A to the Restructuring Support Agreement.

“*Restructuring Transactions*” has the meaning ascribed thereto in Article V of this Plan.

“*Retained Litigation Claims*” means the claims, rights of action, suits or proceedings, whether in law, equity, or otherwise, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, that any Debtor or any Estate may hold against any Person or Entity, including, without limitation, the Causes of Action of the Debtors or their Estates, in each case solely to the extent of the Debtors’ or their Estates’ interest therein. A non-exclusive list of the Retained Litigation Claims held by the Debtors as of the Effective Date shall be Filed with the Plan Supplement, which shall be deemed to include any derivative actions filed against any Debtor as of the Effective Date.

“*Schedules*” means the schedules of assets and liabilities, schedules of Executory Contracts, and statement of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code and the applicable Bankruptcy Rules, as such Schedules may be amended, modified, or supplemented from time to time, if any such Schedules are required to be Filed by order of the Bankruptcy Court.

“*SEC*” means the U.S. Securities and Exchange Commission.

“*Secured Claim*” means a Claim that is secured by a Lien on property in which any of the Debtors’ Estates have an interest or that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the Claim holder’s interest in such Estate’s interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to

section 506(a) of the Bankruptcy Code or, in the case of setoff, pursuant to section 553 of the Bankruptcy Code.

“*Secured Tax Claim*” means any Secured Claim which, absent its secured status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code.

“*Securities Act*” means the Securities Act of 1933, 15 U.S.C. §§ 77c-77aa, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

“*Specified Employee Plans*” has the meaning set forth in Article VI.G of this Plan.

“*Stamp or Similar Tax*” means any stamp tax, recording tax, conveyance fee, intangible or similar tax, mortgage tax, personal or real property tax, real estate transfer tax, sales tax, use tax, transaction privilege tax (including, without limitation, such taxes on prime contracting and owner-builder sales), privilege taxes (including, without limitation, privilege taxes on construction contracting with regard to speculative builders and owner builders), and other similar taxes or fees imposed or assessed by any Governmental Unit.

“*Subscription Rights*” means the right to participate in the Equity Rights Offering as set forth in the Equity Rights Offering Procedures.

“*Third Party Release*” has the meaning set forth in Article X.B hereof.

“*Unexercised Equity Interests*” means any and all unexercised options, performance, stock units, restricted stock units, restricted stock awards, warrants, calls, rights, puts, awards, commitments, or any other agreements, arrangements, or commitments of any character, kind, or nature to acquire, exchange for, or convert into an Old Parent Interest, as in existence immediately prior to the Effective Date.

“*Unexpired Lease*” means a lease to which any Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

“*Unimpaired*” means, with respect to a Class of Claims or Equity Interests, a Claim or an Equity Interest that is “unimpaired” within the meaning of section 1124 of the Bankruptcy Code.

“*Unused Cash Reserve Amount*” means the remaining Cash, if any, in the Professional Fee Claim Reserve after all obligations and liabilities for which such reserve was established are paid, satisfied, and discharged in full in Cash or are disallowed by Final Order in accordance with this Plan.

“*Voting and Claims Agent*” means Kurtzman Carson Consultants LLC, in its capacity as solicitation, notice, claims and balloting agent for the Debtors.

“*Voting Classes*” means Classes 5, 6 and 7.

“*Voting Deadline*” means the date and time, as such date and time may be extended, by which all Ballots must be received by the Voting and Claims Agent in accordance with the Disclosure Statement Interim Order.

“*Voting Record Date*” means the date for determining which Holders of Claims in the Voting Classes are entitled, as applicable, to receive the Disclosure Statement and to vote to accept or reject this Plan, which date is December 3, 2020.

## ARTICLE II.

### ADMINISTRATIVE, DIP FACILITY, AND PRIORITY TAX CLAIMS

#### A. *Administrative Claims*

Subject to sub-paragraph 1 below, on the later of the Effective Date or the date on which an Administrative Claim becomes an Allowed Administrative Claim, or, in each such case, as soon as practicable thereafter, each Holder of an Allowed Administrative Claim (other than an Allowed Professional Fee Claim) shall receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim either (i) Cash equal to the amount of such Allowed Administrative Claim; or (ii) such other less favorable treatment as to which the Debtors (with the consent of the Required Consenting Noteholders) or Reorganized Debtors, as applicable, and the Holder of such Allowed Administrative Claim shall have agreed upon in writing; provided, however, that Administrative Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court.

##### 1. Professional Fee Claims

Professionals or other Entities asserting a Professional Fee Claim for services rendered before the Effective Date must File and serve on counsel to the Reorganized Debtors, counsel to the Ad Hoc Noteholder Group and such other Entities who are designated in the Confirmation Order an application for final allowance of such Professional Fee Claim no later than the Professional Fees Bar Date; provided that no application or notice to or order of the Bankruptcy Court shall be required in order for the Reorganized Debtors to pay Professionals for any work performed after the Effective Date, including those reasonable and documented fees and expenses incurred by Professionals in connection with the implementation and consummation of this Plan.

Objections to any Professional Fee Claim must be Filed and served on counsel to the Reorganized Debtors, counsel to the Ad Hoc Noteholder Group and the requesting party by no later than twenty-one (21) days after the Filing of the applicable final request for payment of the Professional Fee Claim. Each Holder of an Allowed Professional Fee Claim shall be paid in full in Cash by the Reorganized Debtors, first from the Professional Fee Claim Reserve, within five (5) Business Days after entry of the order approving such Allowed Professional Fee Claim. The Reorganized Debtors shall not commingle any funds contained in the Professional Fee Claim Reserve and shall use such funds to pay only the Professional Fee Claims, as and when allowed by order of the Bankruptcy Court. Notwithstanding anything to the contrary contained in this Plan, the failure of the Professional Fee Claim Reserve to satisfy in full the Professional Fee Claims shall not, in any way, operate or be construed as a cap or limitation on the amount of Professional Fee Claims due and payable by the Reorganized Debtors. The Professional Fee Claim Reserve shall be maintained in trust for the Professionals and shall not be considered property of the Debtors' Estates; provided that the Reorganized Debtors shall have a reversionary interest in the



Unused Cash Reserve Amount. To the extent that funds held in the Professional Fee Claim Reserve do not or are unable to satisfy the full amount of the Allowed Professional Fee Claims, such Professionals shall have an Allowed Administrative Claim for any such deficiency, which shall be satisfied in full in Cash in accordance with Article II.A of this Plan.

*B. DIP Super-Priority Claims*

The DIP Super-Priority Claims shall be Allowed in the full amount due and owing under the DIP Documents, including all principal, accrued and accruing postpetition interest, costs, fees and expenses. On the Effective Date, the Allowed DIP Super-Priority Claims shall, in full satisfaction, settlement, discharge and release of, and in exchange for such the DIP Super-Priority Claims, be indefeasibly paid in full in Cash from the proceeds of each Exit Facility, and the DIP Liens shall be deemed discharged, released, and terminated for all purposes without further action of or by any Person or Entity, or shall be deemed by the Confirmation Order to continue so as to secure the Exit Facility, as the case may be; provided that the DIP Contingent Obligations shall survive the Effective Date on an unsecured basis and shall be paid by the Reorganized Debtors as and when due, provided further that any Allowed DIP Super-Priority Claims related to letters of credit issued and outstanding as of the Effective Date, or to cash management obligations or hedging obligations in existence on the Effective Date, may be deemed outstanding under the Exit ABL Facility or receive such other treatment as may be acceptable to the Debtors, the DIP Agent and the Required Consenting Noteholders.

*C. Priority Tax Claims*

Subject to Article VIII hereof, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Priority Tax Claim shall receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Priority Tax Claim, at the election of the Debtors or Reorganized Debtors, as applicable: (i) Cash equal to the amount of such Allowed Priority Tax Claim; (ii) such other less favorable treatment as to which the Debtors (with the consent of the Required Consenting Noteholders) or Reorganized Debtors, as applicable, and the Holder of such Allowed Priority Tax Claim have agreed upon in writing; (iii) such other treatment such that it shall not be Impaired pursuant to section 1124 of the Bankruptcy Code; or (iv) pursuant to and in accordance with sections 1129(a)(9)(C) and 1129(a)(9)(D) of the Bankruptcy Code, Cash in an aggregate amount of such Allowed Priority Tax Claim payable in regular installment payments over a period ending not more than five (5) years after the Petition Date, plus simple interest at the rate required by applicable non-bankruptcy law on any outstanding balance from the Effective Date, or such lesser rate as is agreed to in writing by a particular taxing authority and the Debtors or Reorganized Debtors, as applicable, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code; provided, however, that Priority Tax Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court. Any installment payments to be made under clause (iii) or (iv) above shall be made in equal quarterly Cash payments beginning on the Effective Date (or as soon as reasonably practicable thereafter), and continuing on a quarterly basis until payment in full of the applicable Allowed Priority Tax Claim.

### ARTICLE III.

#### CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS

##### A. *Summary*

This Plan constitutes a separate plan of reorganization for each Debtor. All Claims and Equity Interests, except Administrative Claims, DIP Super-Priority Claims, and Priority Tax Claims, are placed in the Classes set forth below. For all purposes under this Plan, each Class shall contain sub-Classes for each of the Debtors (*i.e.*, there shall be twelve (12) Classes for each Debtor); provided, that any Class that is vacant as to a particular Debtor shall be treated in accordance with Article III.D below.

The categories of Claims and Equity Interests listed below classify Claims and Equity Interests for all purposes, including, without limitation, for voting, confirmation and distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. This Plan deems a Claim or Equity Interest to be classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remaining portion of such Claim or Equity Interest qualifies within the description of such different Class. A Claim or Equity Interest is in a particular Class only to the extent that any such Claim or Equity Interest is Allowed in that Class and has not been paid, released, disallowed or otherwise settled prior to the Effective Date.

##### Summary of Classification and Treatment of Classified Claims and Equity Interests

<u>Class</u>	<u>Claim/Equity Interest</u>	<u>Status</u>	<u>Voting Rights</u>
1.	Other Priority Claims	Unimpaired	Presumed to Accept
2.	Other Secured Claims	Unimpaired	Presumed to Accept
3.	Secured Tax Claims	Unimpaired	Presumed to Accept
4.	Prepetition Credit Agreement Claims	Unimpaired	Presumed to Accept
5.	<b><i>Prepetition Notes Claims Against Parent</i></b>	<b><i>Impaired</i></b>	<b><i>Entitled to Vote</i></b>
6.	<b><i>General Unsecured Claims Against Parent</i></b>	<b><i>Impaired</i></b>	<b><i>Entitled to Vote</i></b>
7.	<b><i>Prepetition Notes Claims Against Affiliate Debtors</i></b>	<b><i>Impaired</i></b>	<b><i>Entitled to Vote</i></b>
8.	General Unsecured Claims Against Affiliate Debtors	Unimpaired	Presumed to Accept



Class	Claim/Equity Interest	Status	Voting Rights
9.	Intercompany Claims	Unimpaired	Presumed to Accept
10.	Old Parent Interests	Impaired	Deemed to Reject
11.	Intercompany Equity Interests	Unimpaired	Presumed to Accept
12.	510(b) Equity Claims	Impaired	Deemed to Reject

*B. Classification and Treatment of Claims and Equity Interests*

1. Class 1 - Other Priority Claims

- (a) *Classification:* Class 1 consists of the Other Priority Claims.
- (b) *Treatment:* Subject to Article VIII hereof, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Class 1 Claim shall receive in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 1 Claim, at the election of the Debtors or Reorganized Debtors, as applicable (with the consent of the Required Consenting Noteholders): (A) Cash equal to the amount of such Allowed Class 1 Claim; (B) such other less favorable treatment as to which the Debtors or Reorganized Debtors, as applicable, and the Holder of such Allowed Class 1 Claim shall have agreed upon in writing; or (C) such other treatment such that it shall not be impaired pursuant to section 1124 of the Bankruptcy Code; provided, however, that Class 1 Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with the terms and conditions of any agreements relating thereto without further notice to or order of the Bankruptcy Court.
- (c) *Voting:* Class 1 is an Unimpaired Class, and the Holders of Claims in Class 1 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 1 are not entitled to vote to accept or reject this Plan. Holders of Claims in Class 1 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting-out of the Third Party Releases.

2. Class 2 - Other Secured Claims

- (a) *Classification:* Class 2 consists of the Other Secured Claims. Class 2 consists of separate subclasses for each Other Secured Claim.

- (b) *Treatment:* Subject to Article VIII hereof, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Class 2 Claim shall receive in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 2 Claim, at the election of the Debtors or Reorganized Debtors, as applicable (with the consent of the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement): (A) Cash equal to the amount of such Allowed Class 2 Claim; (B) such other less favorable treatment as to which the Debtors or Reorganized Debtors, as applicable, and the Holder of such Allowed Class 2 Claim shall have agreed upon in writing; (C) the Collateral securing such Allowed Class 2 Claim; or (D) such other treatment such that it shall not be impaired pursuant to section 1124 of the Bankruptcy Code; provided, however, that Class 2 Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with the terms and conditions of any agreements relating thereto without further notice to or order of the Bankruptcy Court.
- (c) *Voting:* Class 2 is an Unimpaired Class, and the Holders of Claims in Class 2 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 2 are not entitled to vote to accept or reject this Plan. Holders of Claims in Class 2 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting-out of the Third Party Releases.

### 3. Class 3 - Secured Tax Claims

- (a) *Classification:* Class 3 consists of the Secured Tax Claims.
- (b) *Treatment:* Subject to Article VIII hereof, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Class 3 Claim shall receive in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 3 Claim, at the election of the Debtors or Reorganized Debtors, as applicable (with the consent of the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement): (A) Cash equal to the amount of such Allowed Class 3 Claim; (B) such other less favorable treatment as to which the Debtors or Reorganized Debtors, as applicable, and the Holder of such Allowed Class 3 Claim shall have agreed upon in writing; (C) the Collateral securing such Allowed Class 3 Claim; (D) such other treatment such that it shall not be impaired pursuant to section 1124 of the Bankruptcy Code; or (E) pursuant to and in accordance with sections 1129(a)(9)(C) and 1129(a)(9)(D) of the Bankruptcy Code, Cash in an aggregate amount of such Allowed Class 3 Claim payable in regular installment payments over a period ending not more than five (5) years after the Petition Date, plus simple interest at the rate required by applicable non-bankruptcy law on any

outstanding balance from the Effective Date, or such lesser rate as is agreed to in writing by a particular taxing authority and the Debtors or Reorganized Debtors, as applicable, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code; provided, however, that Class 3 Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court. Any installment payments to be made under clause (D) or (E) above shall be made in equal quarterly Cash payments beginning on the Effective Date (or as soon as reasonably practicable thereafter), and continuing on a quarterly basis until payment in full of the applicable Allowed Class 3 Claim.

- (c) *Voting:* Class 3 is an Unimpaired Class, and the Holders of Claims in Class 3 shall be conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Claims in Class 3 are not entitled to vote to accept or reject this Plan. Holders of Claims in Class 3 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases.

#### 4. Class 4 – Prepetition Credit Agreement Claims

- (a) *Classification:* Class 4 consists of the Prepetition Credit Agreement Claims.
- (b) *Allowance:* The Prepetition Credit Agreement Claims are deemed Allowed in the aggregate principal amount of \$47,357,275, plus accrued and unpaid interest thereon.
- (c) *Treatment:* On the Effective Date, the Allowed Prepetition Credit Agreement Claims, other than Prepetition Credit Agreement Claims related to any outstanding letters of credit, shall, in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Claims, be indefeasibly paid in full in Cash. To the extent any Prepetition Credit Agreement Claims related to letters of credit issued and outstanding, cash management obligations, or hedging obligations, in each case, as of the Effective Date under the Prepetition Credit Agreement, have not been deemed outstanding under the DIP Facility pursuant to the DIP Orders, such Claims shall in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Claims either be (i) in the case of Claims in respect of letters of credit, 105% cash collateralized, (ii) be deemed outstanding under the Exit ABL Facility, or (iii) receive such other treatment as may be acceptable to the Debtors, the Prepetition Credit Agreement Agent, the Issuing Lenders if applicable (as defined in the Prepetition Credit Agreement) and the Required Consenting Noteholders.

- (d) *Voting:* Class 4 is an Unimpaired Class, and the Holders of Claims in Class 4 shall be conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Claims in Class 4 are not entitled to vote to accept or reject this Plan. Holders of Claims in Class 4 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases

5. Class 5 – Prepetition Notes Claims Against Parent

- (a) *Classification:* Class 5 consists of the Prepetition Notes Claims against Parent only.
- (b) *Allowance:* The Prepetition Notes Claims against Parent are deemed Allowed in the aggregate principal amount of \$1.30 billion, plus accrued and unpaid interest thereon, consisting of:
  - (i) \$800 million in aggregate principal amount, plus accrued and unpaid interest on account of the 2021 Notes; and
  - (ii) \$500 million in aggregate principal amount, plus accrued and unpaid interest on account of the 2024 Notes.
- (c) *Treatment:* On, or as soon as reasonably practicable after, the Effective Date, each Holder of an Allowed Prepetition Notes Claim against Parent shall receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim, its Pro Rata share (calculated together with the Claims in Class 6) of the Parent GUC Recovery Cash Pool; *provided* that the Holders of the Prepetition Notes Claims against Parent shall waive any distribution from the Parent GUC Recovery Cash Pool.
- (d) *Voting:* Class 5 is Impaired, and Holders of Claims in Class 5 are entitled to vote to accept or reject this Plan.

***The foregoing is offered to Class 5 solely for settlement purposes under Rule 408 of the Federal Rules of Evidence and analogous state law, and such settlement is conditioned on the Bankruptcy Court confirming this Plan and the occurrence of the Effective Date.***

6. Class 6 – General Unsecured Claims Against Parent

- (a) *Classification:* Class 6 consists of the General Unsecured Claims against Parent only.
- (b) *Treatment:* Subject to Article VIII hereof, on, or as soon as reasonably practicable after, the Effective Date, each Holder of an Allowed General Unsecured Claim against Parent shall receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim, its Pro Rata share (calculated together with the Claims in Class 5) of the Parent GUC Recovery Cash Pool.

- (c) *Voting:* Class 6 is Impaired, and Holders of Claims in Class 6 are entitled to vote to accept or reject this Plan.

***The foregoing is offered to Class 6 solely for settlement purposes under Rule 408 of the Federal Rules of Evidence and analogous state law, and such settlement is conditioned on the Bankruptcy Court confirming this Plan and the occurrence of the Effective Date.***

7. Class 7 - Prepetition Notes Claims Against Affiliate Debtors

- (a) *Classification:* Class 7 consists of the Prepetition Notes Claims against any Affiliate Debtor.
- (b) *Allowance:* The Prepetition Notes Claims against any Affiliate Debtor are deemed Allowed in the aggregate principal amount of \$1.30 billion, plus accrued and unpaid interest thereon, consisting of:
- (i) \$800 million in aggregate principal amount, plus accrued and unpaid interest on account of the 2021 Notes; and
  - (ii) \$500 million in aggregate principal amount, plus accrued and unpaid interest on account of the 2024 Notes.
- (c) *Treatment:* On the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Prepetition Notes Claim against any Affiliate Debtor shall receive, in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Claim, its Pro Rata share of:
- (i) the Cash Payout, or
  - (ii) solely to the extent that such Holder timely and validly elects to be a Cash Opt-Out Noteholder on the Ballot provided to such Holder or is otherwise deemed to be a Cash Opt-Out Noteholder, (A) 100% of the New Common Stock Pool, subject to dilution from and after the Effective Date on account of the New MIP Equity, and (B), to the extent such Holder is an Accredited Cash Opt-Out Noteholder, Subscription Rights.

In order to opt out of the Cash Payout with respect to all or any portion of its Allowed Prepetition Notes Claim, such applicable Prepetition Noteholder will be required to tender the underlying Prepetition Notes into a contra-CUSIP pursuant to DTC's ATOP procedures at the time such Holder submits its Ballot, and Prepetition Notes that are tendered into the contra-CUSIP may no longer be transferable.

Notwithstanding anything to the contrary herein, the Cash Payout is contingent upon the consummation of the Equity Rights Offering, and in the event that the Equity Rights Offering is not consummated, no Cash

Payout will be distributed to any Holder of an Allowed Prepetition Notes Claim and each Holder of Allowed Prepetition Notes Claims shall receive the distribution set forth in subsection (ii) above, regardless of whether such Holder timely and validly elected to be a Cash Opt-Out Noteholder.

*Voting:* Class 7 is Impaired, and Holders of Claims in Class 7 are entitled to vote to accept or reject this Plan.

8. Class 8 – General Unsecured Claims Against Affiliate Debtors

- (a) *Classification:* Class 8 consists of the General Unsecured Claims against any Affiliate Debtor.
- (b) *Treatment:* The legal, equitable, and contractual rights of the holders of General Unsecured Claims against any Affiliate Debtor are unaltered by this Plan. Except to the extent that a holder of a General Unsecured Claim against any Affiliate Debtor agrees to a different treatment, on and after the Effective Date, the Debtors shall continue to pay (if Allowed) or dispute each General Unsecured Claim against any Affiliate Debtor in the ordinary course of business in accordance with applicable law.
- (c) *Voting:* Class 8 is an Unimpaired Class, and the Holders of Claims in Class 8 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 8 are not entitled to vote to accept or reject this Plan. Holders of Claims in Class 8 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases.

9. Class 9 – Intercompany Claims

- (a) *Classification:* Class 9 consists of the Intercompany Claims.
- (b) *Treatment:* Subject to the Restructuring Transactions, the Intercompany Claims shall be adjusted, reinstated, compromised, or cancelled in such manner as is acceptable to the Required Consenting Noteholders, in consultation with the Debtors.
- (c) *Voting:* Class 9 is an Unimpaired Class and the Holders of Claims in Class 9 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 9 are not entitled to vote to accept or reject this Plan.

#### 10. Class 10 – Old Parent Interests

- (a) *Classification:* Class 10 consists of the Old Parent Interests.
- (b) *Treatment:* The Old Parent Interests shall be discharged and terminated on and as of the Effective Date without any distribution or retaining any property on account of such Equity Interests.
- (c) *Voting:* Class 10 is an Impaired Class and the Holders of Old Parent Interests in Class 10 are conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, the Holders of Old Parent Interests in Class 10 are not entitled to vote to accept or reject this Plan. Holders of Old Parent Interests in Class 10 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases.

#### 11. Class 11 – Intercompany Equity Interests

- (a) *Classification:* Class 11 consists of Intercompany Equity Interests.
- (b) *Treatment:* Subject to the Restructuring Transactions, the Intercompany Equity Interests shall remain effective and outstanding on the Effective Date and shall be owned and held by the same applicable Person or Entity that held and/or owned such Intercompany Equity Interests immediately prior to the Effective Date.
- (c) *Voting:* Class 11 is an Unimpaired Class and the Holders of Equity Interests in Class 11 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Equity Interests in Class 11 are not entitled to vote to accept or reject this Plan.

#### 12. Class 12 – 510(b) Equity Claims

- (a) *Classification:* Class 12 consists of the 510(b) Equity Claims.
- (b) *Treatment:* The 510(b) Equity Claims shall be discharged and terminated on and as of the Effective Date without any distribution or retaining any property on account of such Claims.
- (c) *Voting:* Class 12 is an Impaired Class and the Holders of Claims in Class 12 are conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 12 are not entitled to vote to accept or reject this Plan. Holders of Claims in Class 12 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases.

#### C. *Special Provision Governing Unimpaired Claims*



Except as otherwise provided herein, nothing under this Plan shall affect or limit the Debtors' or the Reorganized Debtors' rights and defenses (whether legal or equitable) in respect of any Unimpaired Claims, including, without limitation, all rights in respect of legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claims.

*D. Elimination of Vacant Classes*

Any Class of Claims that is not occupied as of the commencement of the Confirmation Hearing by an Allowed Claim or a claim temporarily allowed under Bankruptcy Rule 3018, or as to which no vote is cast, shall be deemed eliminated from this Plan for purposes of voting to accept or reject this Plan and for purposes of determining acceptance or rejection of this Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

**ARTICLE IV.**

**ACCEPTANCE OR REJECTION OF THE PLAN**

*A. Presumed Acceptance of Plan*

Classes 1-4, 8, 9 and 11 are Unimpaired under this Plan. Therefore, the Holders of Claims or Equity Interests in such Classes are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code and are not entitled to vote to accept or reject this Plan.

*B. Deemed Rejection of Plan*

Classes 10 and 12 are Impaired and Holders of Old Parent Interests and 510(b) Equity Claims in Classes 10 and 12, respectively, are not entitled to receive or retain any property under this Plan. Accordingly, under section 1126(g) of the Bankruptcy Code, the votes of Holders of Old Parent Interests and 510(b) Equity Claims shall not be solicited, and such Holders are deemed to reject this Plan.

*C. Voting Classes*

Classes 5, 6, and 7 are Impaired and entitled to vote under this Plan. The Holders of Claims in Classes 5, 6 and 7 as of the Voting Record Date are entitled to vote to accept or reject this Plan.

*D. Acceptance by Impaired Class of Claims*

Pursuant to section 1126(c) of the Bankruptcy Code and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims has accepted this Plan if the Holders of at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Allowed Claims in such Class actually voting have voted to accept this Plan.

*E. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code; Cram Down*

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of this Plan by Class 5 or Class 7. The Debtors request confirmation of this Plan under section 1129(b) of the Bankruptcy Code with respect to any Impaired Class that does not accept this Plan pursuant to section 1126 of the Bankruptcy Code. The Debtors reserve the right,



in accordance with the terms of the Restructuring Support Agreement, to modify this Plan or any Exhibit or Plan Schedule in order to satisfy the requirements of section 1129(b) of the Bankruptcy Code, if necessary.

*F. Votes Solicited in Good Faith*

The Debtors have, and upon the Confirmation Date shall be deemed to have, solicited votes on this Plan from the Voting Classes in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including, without limitation, sections 1125 and 1126 of the Bankruptcy Code, and any applicable non-bankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with the solicitation. Accordingly, the Debtors, the Reorganized Debtors, and each of their respective Related Parties shall be entitled to, and upon the Confirmation Date are hereby granted, the protections of section 1125(e) of the Bankruptcy Code.

## ARTICLE V.

### MEANS FOR IMPLEMENTATION OF THE PLAN

*A. Restructuring Transactions*

Without limiting any rights and remedies of the Debtors or Reorganized Debtors under this Plan or applicable law, but in all cases subject to the terms and conditions of the Restructuring Support Agreement and the Restructuring Documents and any consents or approvals required thereunder, the entry of the Confirmation Order shall constitute authorization for the Reorganized Debtors to take, or to cause to be taken, all reasonable actions necessary or appropriate to consummate and implement the provisions of this Plan, including but not limited to the actions set forth in the Reorganization Steps Overview, on and after the Confirmation Date, including such reasonable actions set forth in the Reorganization Steps Overview as may be necessary or appropriate to effectuate a corporate restructuring of their respective businesses, to otherwise simplify the overall corporate structure of the Reorganized Debtors, or to reincorporate certain of the Debtors under the laws of jurisdictions other than the laws of which the applicable Debtors are presently formed or incorporated. Such restructuring may include one or more mergers, amalgamations, consolidations, restructures, dispositions, liquidations, dissolutions, or creations of one or more new Entities, as may be reasonably determined by the Debtors or Reorganized Debtors to be necessary or appropriate (with the consent of the Required Consenting Noteholders), set forth in the steps described in the Reorganization Steps Overview, but in all cases subject to the terms and conditions of this Plan, the Restructuring Documents, the Restructuring Support Agreement, and any consents or approvals required hereunder or thereunder (collectively, the **“Restructuring Transactions”**).

All such Restructuring Transactions taken, or caused to be taken, shall be deemed to have been authorized and approved by the Bankruptcy Court upon the entry of the Confirmation Order. The actions to effectuate the Restructuring Transactions may include: (i) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, disposition, liquidation, or dissolution containing terms that are consistent with the terms of this Plan and that satisfy the applicable requirements of applicable state law and such other terms to which the applicable Entities may agree; (ii) the execution and delivery of

appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, duty, or obligation on terms consistent with the terms of this Plan and having such other terms to which the applicable Entities may agree; (iii) the filing of appropriate certificates or articles of merger, amalgamation, consolidation, or dissolution pursuant to applicable state law; (iv) the creation of one or more new Entities; and (v) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable state law in connection with such transactions, in each case in form and substance reasonably acceptable to the Required Consenting Noteholders and to the extent necessary to implement this Plan or as set forth in the Reorganization Steps Overview, and in all cases subject to the terms and conditions of the Restructuring Support Agreement, this Plan and the Restructuring Documents and any consents or approvals required thereunder.

*B. Continued Corporate Existence*

Subject to the Restructuring Transactions permitted by Article V of this Plan, after the Effective Date, the Reorganized Debtors shall continue to exist as separate legal Entities in accordance with the applicable law in the respective jurisdiction in which they are incorporated or formed and pursuant to their respective certificates or articles of incorporation and by-laws, or other applicable corporate governance documents, in effect immediately prior to the Effective Date, except to the extent such certificates or articles of incorporation and by-laws, or other applicable corporate governance documents, are amended, restated or otherwise modified under this Plan (subject to such amendment, restatement, or replacement being in accordance with applicable law of the Debtor's jurisdiction of incorporation), including pursuant to the Amended/New Corporate Governance Documents, in each case in form and substance reasonably acceptable to the Required Consenting Noteholders. Notwithstanding anything to the contrary herein, the Claims against a particular Debtor or Reorganized Debtor shall remain the obligations solely of such Debtor or Reorganized Debtor and shall not become obligations of any other Debtor or Reorganized Debtor solely by virtue of this Plan or the Chapter 11 Cases.

*C. Vesting of Assets in the Reorganized Debtors Free and Clear of Liens and Claims*

Except as otherwise expressly provided in this Plan, the Confirmation Order, or any Restructuring Document, pursuant to sections 1123(a)(5), 1123(b)(3), 1141(b) and (c) and other applicable provisions of the Bankruptcy Code, on and after the Effective Date, all property and assets of the Estates of the Debtors, including all claims, rights, and Retained Litigation Claims of the Debtors, and any other assets or property acquired by the Debtors or the Reorganized Debtors during the Chapter 11 Cases or under or in connection with this Plan (other than the Claims or Causes of Action subject to the Debtor Release, Professional Fee Claim Reserve and any rejected Executory Contracts and/or Unexpired Leases), shall vest in each of the Reorganized Debtors free and clear of all Claims, Liens, charges, and other encumbrances, subject to the Liens which survive the occurrence of the Effective Date as described in Article III of this Plan (including, without limitation, the Liens that secure the Exit Facilities). On and after the Effective Date, each of the Reorganized Debtors may (i) operate their respective businesses, (ii) use, acquire, and dispose of their respective property and (iii) compromise or settle any Claims, in each case without notice to, supervision of or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, other than restrictions expressly imposed by this Plan or the Confirmation Order.

*D. Exit Facility Loan Documents*

On the Effective Date, the Debtors and the Reorganized Debtors, as applicable, shall be authorized to execute and deliver, and to consummate the transactions contemplated by, the Exit Facility Loan Documents, in each case in form and substance acceptable to the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement and, in the case of an Exit DDTL Facility, the Delayed-Draw Term Loan Commitment Letter and to the applicable Exit Facility Lenders and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity (other than as expressly required by the applicable Exit Facility Loan Documents or as set forth as conditions precedent in the DIP Facility). On the Effective Date, each Exit Facility Loan Document shall constitute legal, valid, binding and authorized indebtedness and obligations of the Reorganized Debtors party thereto, enforceable in accordance with its respective terms and such indebtedness and obligations shall not be, and shall not be deemed to be, enjoined or subject to discharge, impairment, release or avoidance under this Plan, the Confirmation Order or on account of the Confirmation or Consummation of this Plan.

*E. New Common Stock; Book Entry*

On the Effective Date, subject to the terms and conditions of this Plan and the Restructuring Transactions and as described more fully in the Reorganization Steps Overview, Reorganized Parent shall issue the New Common Stock pursuant to this Plan and the Amended/New Corporate Governance Documents. For the avoidance of doubt, no distributions shall be made to Holders of Unexercised Equity Interests under this Plan, and any such Unexercised Equity Interests shall be deemed automatically terminated and cancelled as of the Effective Date.

Distributions of the New Common Stock may be made by delivery or book-entry transfer thereof by the applicable Distribution Agent in accordance with this Plan and the Amended/New Corporate Governance Documents. Upon the Effective Date, after giving effect to the transactions contemplated hereby, the authorized share capital or other equity securities of Reorganized Parent shall be that number of shares of New Common Stock as may be designated in the Amended/New Corporate Governance Documents.

*F. Listing of New Securities; SEC Reporting*

Prior to the Effective Date, the Required Consenting Noteholders shall determine, in consultation with the Debtors, whether to list the New Common Stock for trading on the New York Stock Exchange, the NASDAQ Capital Market, the NASDAQ Global Market, or any other national securities exchange selected by the Required Consenting Noteholders and reasonably acceptable to the Debtors, with such listing, if any, to be effective on, or as soon as reasonably practicable after, the Effective Date.

The Required Consenting Noteholders, in consultation with the Debtors, shall determine whether the Reorganized Debtors shall maintain their current status and continue as a public reporting company under applicable U.S. securities laws and shall continue to file annual, quarterly and current reports in accordance with the Exchange Act, as amended, and the rules and regulations promulgated thereunder.

*G. New Stockholders Agreement; New Registration Rights Agreement*

Subject to the Restructuring Transactions permitted by Article V.A of this Plan, on the Effective Date, Reorganized Parent shall enter into, if applicable, the New Stockholders Agreement and, if applicable, the New Registration Rights Agreement, each of which shall become effective and binding in accordance with its terms and conditions upon the parties thereto, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity (other than as expressly required by the New Stockholders Agreement and the New Registration Rights Agreement, as applicable).

On and as of the Effective Date, all of the Holders of New Common Stock shall be deemed to be parties to the New Stockholders Agreement, if any, without the need for execution by such Holder. The New Stockholders Agreement, if any, shall be binding on all Persons or Entities receiving, and all Holders of, the New Common Stock (and their respective successors and assigns), whether such New Common Stock is received or to be received on or after the Effective Date and regardless of whether such Person or Entity executes or delivers a signature page to the New Stockholders Agreement.

*H. New Management Incentive Plan*

The New Board shall be authorized to implement a management incentive plan (the “**New Management Incentive Plan**”) that provides for the issuance of options and/or other equity-based compensation to the management and directors of Reorganized Parent. Up to ten percent (10%) of the New Common Stock, on a fully diluted basis, shall be reserved for issuance in connection with the New Management Incentive Plan, with the actual amount to be reserved as determined by the New Board. The participants in the New Management Incentive Plan, the allocations and form of the options and other equity-based compensation to such participants (including the amount of allocations and the timing of the grant of the options and other equity-based compensation), and the terms and conditions of such options and other equity-based compensation (including vesting, exercise prices, base values, hurdles, forfeiture, repurchase rights and transferability) shall be determined by the New Board. Any shares of New MIP Equity shall dilute equally the shares of New Common Stock otherwise distributed pursuant to this Plan (including, without limitation, pursuant to or in connection with the Equity Rights Offering).

Notwithstanding the foregoing, (i) the New Board shall retain a compensation consultant acceptable to the Required Consenting Noteholders prior to the Effective Date to advise them regarding the development of the New Management Incentive Plan and (ii) the New Management Incentive Plan shall be adopted by the New Board within one-hundred twenty (120) days after the Effective Date.

I. *[Intentionally Deleted]*

J. *Plan Securities and Related Documentation; Exemption from Securities Laws*

On and after the Effective Date, the Debtors and the Reorganized Debtors, as applicable, are authorized to and shall provide or issue the New Common Stock to be distributed and issued under this Plan (collectively, the “**Plan Securities**”) and any and all other notes, stock, instruments, certificates, and other documents or agreements required to be distributed, issued, executed or delivered pursuant to or in connection with this Plan (collectively, the “**Plan Securities and Documents**”), in each case in form and substance acceptable to the Required Consenting Noteholders, and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity.

The offer, distribution, and issuance, as applicable, of the Plan Securities and Documents under this Plan (including New Common Stock issued in connection with the Equity Rights Offering) shall be exempt from or not subject to, or shall be effected in a manner that is exempt from or not subject to, any registration or prospectus delivery requirements under applicable securities laws (including, as applicable, Section 5 of the Securities Act or any other federal, state or local law or regulation requiring the registration and/or delivery of a prospectus for offer or sale of a security or registration or licensing of an issuer of a security) pursuant to section 1145(a) of the Bankruptcy Code and/or other applicable exemptions; provided, however, that New Common Stock issued to Cash Opt-Out Noteholders in the Equity Rights Offering pursuant to Article V of this Plan will be issued and distributed pursuant to section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder. An offering of Plan Securities provided in reliance on the exemption from registration under the Securities Act pursuant to section 1145(a) of the Bankruptcy Code may be sold without registration under such laws or regulations to the extent permitted under section 1145 of the Bankruptcy Code and deemed to be a public offering thereunder, and such Plan Securities may be resold without registration under such laws or regulations to the extent permitted under section 1145 of the Bankruptcy Code and other applicable law.

Persons or Entities who purchase securities pursuant to the exemption from registration set forth in Section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder shall acquire “restricted securities.” Resales of such restricted securities would not be exempted by section 1145 of the Bankruptcy Code from registration under the Securities Act or other applicable law. Holders of restricted securities would, however, be permitted to resell Plan Securities without registration if they are able to comply with the applicable provisions of Rule 144 promulgated under the Securities Act or Rule 144A under the Securities Act or any other applicable registration exemption under the Securities Act, or in a transaction that is registered with the SEC.

In the event that the Reorganized Debtors elect on or after the Effective Date to reflect any ownership of the Plan Securities through the facilities of DTC, the Reorganized Debtors need not provide any further evidence other than this Plan or the Confirmation Order with respect to the treatment of such securities under applicable securities laws. DTC shall accept and be entitled to conclusively rely upon this Plan or the Confirmation Order in lieu of a legal opinion regarding whether such securities are exempt from registration and/or eligible for DTC book entry delivery, settlement and depository services.



*K. Release of Liens and Claims*

To the fullest extent provided under section 1141(c) and other applicable provisions of the Bankruptcy Code, except as otherwise provided herein (including, without limitation, Article V.D of this Plan), in the Confirmation Order, or in any contract, instrument, release or other agreement or document entered into or delivered in connection with this Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to Article VII hereof, all Liens, Claims, mortgages, deeds of trust, or other security interests against the assets or property of the Debtors or the Estates shall be fully released, canceled, terminated, extinguished and discharged, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity. The filing of the Confirmation Order with any federal, state, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens, Claims and other interests to the extent provided in the immediately preceding sentence. Any Person or Entity holding such Liens, Claims or interests shall, pursuant to section 1142 of the Bankruptcy Code and in the case of any DIP Liens at the sole cost and expense of the Reorganized Debtors, promptly execute and deliver to the Reorganized Debtors such instruments of termination, release, satisfaction and/or assignment (in recordable form) as may be reasonably requested by the Reorganized Debtors.

*L. Corporate Governance Documents of the Reorganized Debtors*

The respective corporate governance documents of each of the Debtors shall be amended and restated or replaced (as applicable) by the Amended/New Corporate Governance Documents. Such corporate governance documents shall: (i) to the extent required by section 1123(a)(6) of the Bankruptcy Code, include a provision prohibiting the issuance of non-voting equity securities; (ii) authorize the issuance of New Common Stock in an amount not less than the amount necessary to permit the distributions thereof required or contemplated by this Plan; and (iii) to the extent necessary or appropriate, include such provisions as may be needed to effectuate and consummate this Plan and the transactions contemplated herein. After the Effective Date, the Reorganized Debtors may, subject to the terms and conditions of the Amended/New Corporate Governance Documents, amend and restate their respective corporate governance documents as permitted thereby and by applicable law.

*M. New Board; Initial Officers*

The initial members of the New Board shall be selected in accordance with the terms and conditions of the Restructuring Support Agreement. After the initial directors of the New Board are selected, future directors shall be elected in accordance with Amended/New Corporate Governance Documents. All officers of the Debtors immediately prior to the Effective Date shall be retained in their existing positions upon the Effective Date, subject to the terms of this Plan.

Pursuant to and to the extent required by section 1129(a)(5) of the Bankruptcy Code, the Debtors shall disclose in the Plan Supplement the identity and affiliations of any Person proposed to serve on the New Board or as an officer of each of the Reorganized Debtors, and, to the extent such Person is an insider other than by virtue of being a director or an officer, the nature of any compensation for such Person. Each such director and officer shall serve from and after the

Effective Date pursuant to applicable law and the terms of the Amended/New Corporate Governance Documents and the other constituent and corporate governance documents of the applicable Reorganized Debtors. The existing boards of directors and other governing bodies of the Debtors shall be deemed to have resigned on and as of the Effective Date, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity.

*N. Corporate Action*

Each of the Debtors and the Reorganized Debtors may take any and all actions reasonably necessary to execute, deliver, File or record such contracts, instruments, releases and other agreements or documents and take such actions as may be reasonably necessary or appropriate to effectuate and implement the provisions of this Plan, including, without limitation, the issuance and the distribution of the securities to be issued pursuant hereto, in each case in form and substance acceptable to the Required Consenting Noteholders, and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by the security holders, officers or directors of the Debtors or the Reorganized Debtors or by any other Person or Entity (except for those expressly required pursuant hereto or by the Restructuring Documents).

After the Confirmation Date, all matters provided for pursuant to this Plan that would otherwise require approval of the stockholders, directors, officers, managers, members or partners of the Debtors (as of prior to the Effective Date) shall be deemed to have been so approved and shall be in effect prior to, on or after the Effective Date (as appropriate) pursuant to applicable law and without any requirement of further action by such Persons or Entities or the need for any approvals, authorizations, actions or consents of or from any such Persons or Entities.

As of the Effective Date, all matters provided for in this Plan involving the legal or corporate structure of the Debtors or the Reorganized Debtors (including, without limitation, the adoption of the Amended/New Corporate Governance Documents and similar constituent and corporate governance documents, and the selection of directors and officers for, each of the Reorganized Debtors), and any legal or corporate action required by the Debtors or the Reorganized Debtors in connection with this Plan shall be deemed to have occurred and shall be in full force and effect in all respects, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity.

On and after the Effective Date, the appropriate officers of the Debtors and the Reorganized Debtors are authorized to issue, execute, deliver, and consummate the transactions contemplated by, the contracts, agreements, documents, guarantees, pledges, consents, securities, certificates, resolutions and instruments contemplated by or described in this Plan in the name of and on behalf of the Debtors and the Reorganized Debtors, in each case in form and substance acceptable to the Required Consenting Noteholders, and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity. The secretary and any assistant secretary of the Debtors and the Reorganized Debtors shall be authorized to certify or attest to any of the foregoing actions.

*O. Cancellation of Notes, Certificates and Instruments*

On the Effective Date, except to the extent otherwise provided in this Plan and the Restructuring Documents (including, without limitation, Article II.B and Article V.B of this Plan), all notes, indentures, instruments, certificates, agreements and other documents evidencing or relating to any Impaired Claim (including, for the avoidance of doubt and without limitation, the Prepetition Notes Indentures and the Prepetition Notes) or any Claim being paid in full in Cash under this Plan shall be fully released, terminated, extinguished and discharged (including, in respect of DIP Documents, any duties or obligations of the DIP Agent thereunder), in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity and in the case of any Claim being paid in full in Cash upon the indefeasible payment of such Claim in full in Cash as contemplated by this Plan; provided that the Prepetition Debt Documents and the DIP Documents shall continue in effect for the limited purpose of (i) allowing Holders of Claims thereunder to receive, and allowing and preserving the rights of the Prepetition Credit Agreement Agent, the Prepetition Notes Indenture Trustee or other applicable Distribution Agents thereunder to make, distributions under this Plan; (ii) permitting the Prepetition Notes Indenture Trustee to exercise its Prepetition Notes Indenture Trustee Charging Lien against such distributions for payment of the Prepetition Notes Indenture Trustee Fees and Expenses; (iii) preserving any rights of the DIP Agent to payment of fees, costs, and expenses and otherwise allowing the DIP Agent to take any actions contemplated by this Plan, and (iv) preserving the DIP Contingent Obligations as contemplated by Article II.B of this Plan; provided further that, upon completion of the distribution with respect to a specific Prepetition Debt Claim, the Prepetition Debt Documents in connection thereto and any and all notes, securities and instruments issued in connection with such Prepetition Debt Claim shall terminate completely without further notice or action and be deemed surrendered.

*P. Existing Equity Interests*

On the Effective Date, the Old Parent Interests shall be terminated and cancelled without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity.

On the Effective Date, the Intercompany Equity Interests shall remain effective and outstanding, except to the extent modified pursuant to the terms of the Reorganization Steps Overview, and shall be owned and held by the same applicable Person or Entity that held and/or owned such Intercompany Equity Interests immediately prior to the Effective Date. Each Parent Subsidiary shall continue to be governed by the terms and conditions of its applicable corporate governance documents as in effect immediately prior to the Effective Date, except as amended or modified by this Plan or the Plan Supplement.

*Q. Sources of Cash for Plan Distributions*

All Cash necessary for the Debtors or the Reorganized Debtors, as applicable, to make payments required pursuant to this Plan shall be obtained from their respective Cash balances, including Cash from operations, the Equity Rights Offering and the Exit Facility Credit



Agreements. The Debtors and the Reorganized Debtors, as applicable, may also make such payments using Cash received from their subsidiaries through their respective consolidated cash management systems and the incurrence of intercompany transactions, in all cases subject to the terms and conditions of the Restructuring Support Agreement and the Restructuring Documents.

*R. Funding and Use of Professional Fee Claim Reserve*

On or before the Effective Date, the Debtors shall fund the Professional Fee Claim Reserve in such amount as determined by the Debtors, with the consent of the Required Consenting Noteholders or as determined by order of the Bankruptcy Court, as necessary in order to be able to pay in full in Cash the Professional Fee Claims, as and when Allowed.

The Cash contained in the Professional Fee Claim Reserve shall be used solely to pay the Allowed Professional Fee Claims, with the Unused Cash Reserve Amount (if any) being returned to the Reorganized Debtors within three (3) Business Days after determining the Unused Cash Reserve Amount. The Debtors and the Reorganized Debtors, as applicable, shall maintain detailed records of all payments made from the Professional Fee Claim Reserve, such that all payments and transactions shall be adequately and promptly documented in, and readily ascertainable from, their respective books and records.

The Professional Fee Claim Reserve shall be maintained in trust for the Professionals and shall not be considered property of the Debtors' Estates; provided that the Reorganized Debtors shall have a reversionary interest in the Unused Cash Reserve Amount. To the extent that funds held in the Professional Fee Claim Reserve do not or are unable to satisfy the full amount of the Allowed Professional Fee Claims, such Professionals shall have an Allowed Administrative Claim for any such deficiency, which shall be satisfied in full in Cash in accordance with Article II.A of this Plan.

After the Effective Date, neither the Debtors nor the Reorganized Debtors shall deposit any other funds or property into the Professional Fee Claim Reserve without further order of the Bankruptcy Court or otherwise commingle funds in the Professional Fee Claim Reserve. To the extent the Professional Fee Claim Reserve is insufficient to pay in full in Cash the obligations and liabilities for which such reserve was established, then the Reorganized Debtors shall, within five (5) Business Days, pay such obligations and liabilities in full in Cash.

*S. Continuing Effectiveness of Final Orders*

Payment authorization granted to the Debtors under any prior Final Order entered by the Bankruptcy Court shall continue in effect after the Effective Date. Accordingly, the Debtors or the Reorganized Debtors may pay or otherwise satisfy any Claim to the extent permitted by, and subject to, the applicable Final Order without regard to the treatment that would otherwise be applicable to such Claim under this Plan.

*T. Payment of Fees and Expenses of Certain Creditors*

The Debtors and the Reorganized Debtors, as applicable, shall, on and after the Confirmation Date and to the extent invoiced in accordance with the terms of the applicable engagement letter(s), pay the Ad Hoc Noteholder Group Fees and Expenses (whether accrued

prepetition or postpetition and to the extent not otherwise paid prior to or during the Chapter 11 Cases), without the need for application by any such parties to the Bankruptcy Court, and without notice and a hearing pursuant to section 1129(a)(4) of the Bankruptcy Code or otherwise.

*U. Payment of Fees and Expenses of the Prepetition Notes Indenture Trustee*

The Debtors shall, on and after the Effective Date, and upon the presentment of invoices in customary form (which may be redacted to preserve any confidential or privileged information), pay the Prepetition Notes Indenture Trustee Fees and Expenses (in each case whether accrued prepetition or postpetition and to the extent not otherwise paid during the Chapter 11 Cases), without the need for application by any party to the Bankruptcy Court, and without notice and a hearing pursuant to section 1129(a)(4) of the Bankruptcy Code or otherwise. From and after the Effective Date, the Reorganized Debtors shall pay any Prepetition Notes Indenture Trustee Fees and Expenses in full in Cash without further court approval.

*V. Equity Rights Offering*

Pursuant to the terms of this Plan and the Equity Rights Offering Procedures, each Accredited Cash Opt-Out Noteholder shall have the opportunity but not the obligation to subscribe for its Pro Rata share of an amount of New Common Stock to be issued as of the Effective Date necessary to fully fund the Cash Payout at the Purchase Price (as defined in the Equity Rights Offering Procedures) set forth in the Equity Rights Offering Procedures.

Each Accredited Cash Opt-Out Noteholder that elects to purchase the maximum number of Equity Rights Offering Shares that such Accredited Cash Opt-Out Noteholder may purchase in the Equity Rights Offering will also have the right to elect to purchase additional Equity Rights Offering Shares that are not timely, duly and validly subscribed and paid for in the Equity Rights Offering, as more fully set forth in the Rights Offering Procedures.

The Equity Rights Offering will be conducted in reliance upon the exemption from registration set forth in Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder.

The proceeds of the Equity Rights Offering shall be used exclusively to fund the Cash Payout provided to Cash Payout Noteholders, in full and final satisfaction of such Holders' Prepetition Notes Claims, which shall be released and discharged pursuant to Article XI herein. Notwithstanding anything to the contrary herein, if the Equity Rights Offering Amount is less than the aggregate amount of the Cash Payout, then the amount of Prepetition Notes Claims held by the Cash Payout Noteholders satisfied by the Cash Payout shall automatically be reduced, and any remaining portion of such Cash Payout Noteholders' Prepetition Notes Claims that is not satisfied through the Cash Payout as a result of such automatic reduction shall receive the treatment such Holder would receive if such Holder were a Cash Opt-Out Noteholder. For the avoidance of doubt, under no circumstance shall the amount actually paid out in the Cash Payout exceed the Equity Rights Offering Amount.

Consummation of the Equity Rights Offering and delivery of any Cash Payout is contingent upon the consent of the Required Consenting Noteholders. In the event the Equity Rights Offering

is not consummated, then no Cash Payout will be made to any Cash Payout Noteholder and such Holder will receive the treatment such Holder would receive if such Holder were a Cash Opt-Out Noteholder.

Notwithstanding anything in this Plan to the contrary, the New Common Stock issued in connection with the Equity Rights Offering shall be subject to dilution by the New MIP Equity.

## ARTICLE VI.

### TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

#### A. *Assumption of Executory Contracts and Unexpired Leases*

On the Effective Date, all Executory Contracts and Unexpired Leases of the Debtors shall be assumed by the Debtors in accordance with, and subject to, the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code (including, for the avoidance of doubt, the Restructuring Support Agreement), except for those Executory Contracts and Unexpired Leases that:

- (i) have been assumed or rejected by the Debtors by prior order of the Bankruptcy Court;
- (ii) are the subject of a motion to reject filed by the Debtors pending on the Effective Date;
- (iii) are identified by the Debtors (with the consent of the Required Consenting Noteholders) and Filed in the Plan Supplement as rejected Executory Contracts and Unexpired Leases, which Plan Schedule may be amended by the Debtors (with the consent of the Required Consenting Noteholders) to add or remove Executory Contracts and Unexpired Leases by filing with the Bankruptcy Court an amended Plan Schedule and serving it on the affected non-Debtor contract parties at least seven (7) days prior to the Plan Objection Deadline; or
- (iv) are rejected or terminated by the Debtors pursuant to the terms of this Plan.

Without amending or altering any prior order of the Bankruptcy Court approving the assumption or rejection of any Executory Contract or Unexpired Lease, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of such assumptions pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

To the extent any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned (as applicable) pursuant to this Plan or any prior order of the Bankruptcy Court (including, without limitation, any “change in control” provision, “change of control” provision, or provision with words of similar import) (a) prohibits, restricts or conditions, or purports to prohibit, restrict or condition, (b) is modified, breached or terminated (or deemed

modified, breached or terminated), (c) increases, accelerates or otherwise alters any obligations or liabilities of the Debtors or Reorganized Debtors (or purports to increase, accelerate or otherwise alter any obligations or liabilities of the Debtors or Reorganized Debtors), or (d) results in the creation or imposition of any Lien upon any property or assert of any of the Debtors or Reorganized Debtors (or purports to result in the creation or imposition of any Lien upon any property or asset of any of the Debtors or Reorganized Debtors), in each case as a result of (i) the commencement of these Chapter 11 Cases or the insolvency or financial condition of any Debtor at any time before the closing of its respective Chapter 11 Case, (ii) any Debtor's or any Reorganized Debtor's assumption or assumption and assignment (as applicable) of such Executory Contract or Unexpired Lease or (iii) the Confirmation or Consummation of this Plan, then such provision shall, to the extent provided by section 365 of the Bankruptcy Code, be deemed modified such that the transactions contemplated by this Plan shall not entitle the non-debtor party thereto to modify or terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights or remedies with respect thereto, and any required consent under any such contract or lease shall be deemed satisfied by the Confirmation of this Plan.

Each Executory Contract and Unexpired Lease assumed and/or assigned pursuant to this Plan shall revest in and be fully enforceable by the applicable Reorganized Debtor or the applicable assignee in accordance with its terms and conditions, except as modified by the provisions of this Plan, any order of the Bankruptcy Court approving its assumption and/or assignment, or applicable law.

The inclusion or exclusion of a contract or lease on any schedule or exhibit shall not constitute an admission by any Debtor that such contract or lease is an Executory Contract or Unexpired Lease or that any Debtor has any liability thereunder.

*B. Cure of Defaults; Assignment of Executory Contracts and Unexpired Leases*

Any defaults under each Executory Contract and Unexpired Lease to be assumed, or assumed and assigned, pursuant to this Plan shall be satisfied, pursuant to and to the extent required by section 365(b)(1) of the Bankruptcy Code, by payment of the applicable default amount in Cash on or in connection with the Effective Date or on such other terms as the Bankruptcy Court may order or the parties to such Executory Contracts or Unexpired Leases may otherwise agree in writing (with the consent of the Required Consenting Noteholders) (the "**Cure Claim Amount**").

In the event of an assumption, or an assumption and assignment, of an Executory Contract or Unexpired Lease that is in default under this Plan, at least seven (7) days prior to the Plan Objection Deadline (or, in the case of an Executory Contract or Unexpired Lease removed from the Plan Schedule after such date, no later than one (1) Business Day after such removal), the Debtors shall File and serve upon counterparties to such Executory Contracts and Unexpired Leases, a notice of the proposed assumption, or proposed assumption and assignment, which shall: (a) list the applicable Cure Claim Amount, if any; (b) if applicable, identify the party to which the Executory Contract or Unexpired Lease shall be assigned; (c) describe the procedures for filing objections thereto; and (d) explain the process by which related disputes shall be resolved by the Bankruptcy Court.

Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption, or proposed assumption and assignment under this Plan, or any related cure amount, must be Filed, served and actually received by the Debtors and counsel to the Ad Hoc Noteholder Group prior to the Plan Objection Deadline (notwithstanding anything in the Schedules or a proof of Claim to the contrary). Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption, or proposed assumption and assignment, or cure amount shall be deemed to have consented to such matters and shall be deemed to have forever released and waived any objection to such proposed assumption, proposed assumption and assignment, and cure amount. The Confirmation Order shall constitute an order of the Bankruptcy Court approving each proposed assumption, or proposed assumption and assignment, of Executory Contracts and Unexpired Leases pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

In the event of a dispute regarding (a) the amount of any cure payment, (b) the ability of any Debtor or assignee to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or assumed and assigned or (c) any other matter pertaining to assumption or assignment, the applicable cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order resolving the dispute and approving such assumption or assumption and assignment. If such objection is sustained by Final Order of the Bankruptcy Court, the Debtors or the Reorganized Debtors, as applicable, may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming or assigning it. The Debtors or the Reorganized Debtors, as applicable, shall be authorized to effect such rejection by filing a written notice of rejection with the Bankruptcy Court and serving such notice on the applicable counterparty within ten (10) days of the entry of such Final Order.

Subject to any cure claims Filed with respect thereto, assumption or assumption and assignment of any Executory Contract or Unexpired Lease pursuant to this Plan shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption or assumption and assignment, in each case as provided in section 365 of the Bankruptcy Code, in each case subject to the remaining terms and conditions of this Article VI. Any proofs of Claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed or assumed and assigned by Final Order shall be deemed disallowed and expunged (subject to any cure claims Filed with respect thereto), without further notice to or action, order, or approval of the Bankruptcy Court.

With respect to any Executory Contract or Unexpired Lease assumed and assigned pursuant to this Plan, upon and as of the Effective Date, the applicable assignee shall be deemed to be substituted as a party thereto for the applicable Debtor party to such assigned Executory Contract or Unexpired Lease and, accordingly, the Debtors and the Reorganized Debtors shall be relieved, pursuant to and to the extent set forth in section 365(k) of the Bankruptcy Code, from any further liability under such assigned Executory Contract or Unexpired Lease.



*C. Rejection of Executory Contracts and Unexpired Leases*

The Debtors reserve the right, at any time prior to the Effective Date, except as otherwise specifically provided herein, to seek to reject (with the consent of the Required Consenting Noteholders) any Executory Contract or Unexpired Lease and to file a motion requesting authorization for the rejection of any such contract or lease. All Executory Contracts and Unexpired Leases listed on a Plan Schedule as rejected Executory Contracts and Unexpired Leases shall be deemed rejected as of the Effective Date. The Confirmation Order shall constitute an order of the Bankruptcy Court approving the rejections described in this Article VI pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. Rejection of any Executory Contract or Unexpired Lease pursuant to this Plan or otherwise shall not constitute a termination of any preexisting obligations owed to the Debtors or the Reorganized Debtors, as applicable, under such Executory Contracts or Unexpired Leases.

*D. Claims on Account of the Rejection of Executory Contracts or Unexpired Leases*

All proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to this Plan or the Confirmation Order, if any, must be filed with the Bankruptcy Court within thirty (30) days after service of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection.

Any Person or Entity that is required to file a proof of Claim arising from the rejection of an Executory Contract or an Unexpired Lease that fails to timely do so shall be forever barred, estopped and enjoined from asserting such Claim, and such Claim shall not be enforceable, against the Debtors, the Reorganized Debtors or the Estates, and the Debtors, the Reorganized Debtors and their Estates and their respective assets and property shall be forever discharged from any and all indebtedness and liability with respect to such Claim unless otherwise ordered by the Bankruptcy Court or as otherwise provided herein. All such Claims shall, as of the Effective Date, be subject to the permanent injunction set forth in Article X.G hereof.

*E. D&O Liability Insurance Policies*

On the Effective Date, each D&O Liability Insurance Policy shall be deemed and treated as an Executory Contract that is and shall be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no proof of Claim, request for administrative expense, or cure claim need be Filed, and all Claims arising from the D&O Liability Insurance Policies shall survive the Effective Date and be Unimpaired. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtors' assumption of each of the D&O Liability Insurance Policies.

After assumption of the D&O Liability Insurance Policies, nothing in this Plan otherwise alters the terms and conditions of the D&O Liability Insurance Policies. Confirmation and Consummation of this Plan shall not impair or otherwise modify any available defenses of the Reorganized Debtors under the D&O Liability Insurance Policies. For the avoidance of doubt, the D&O Liability Insurance Policies shall continue to apply with respect to actions, or failures to act, that occurred on or prior to the Effective Date, subject to the terms and conditions of the D&O Liability Insurance Policies.

The Debtors are further authorized to take such reasonable actions, and to execute and deliver such documents, as may be reasonably necessary or appropriate to implement, maintain, cause the binding of, satisfy any terms or conditions of, or otherwise secure for the insureds the benefits of the D&O Tail Policy, without further notice to or order of the Bankruptcy Court or approval or consent of any Person or Entity.

Notwithstanding anything to the contrary in any D&O Liability Insurance Policies issued prior to the Effective Date, the Reorganized Debtors shall not have any obligation or responsibility for the payment of any self-insured retention thereunder or in connection therewith, and no Person or Entity shall be entitled to seek reimbursement from or to subrogate against any Reorganized Debtors with respect to any payments made under such policies.

*F. Indemnification Provisions*

On the Effective Date, all Indemnification Provisions shall be deemed and treated as Executory Contracts that are and shall be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no proof of Claim, request for administrative expense, or cure claim need be Filed, and all Claims arising from the Indemnification Provisions shall survive the Effective Date and be Unimpaired; provided, however, that, to the maximum extent permitted under applicable law, this provision shall not include any such Claims arising from or related to (i) any Excluded Party or (ii) any indemnification Claims against the Parent that are based on fraud, gross negligence, or willful misconduct, in each case as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtors' assumption of each of the Indemnification Provisions. Confirmation and Consummation of this Plan shall not impair or otherwise modify any available defenses of the Reorganized Debtors or other applicable parties under the Indemnification Provisions. For the avoidance of doubt, the Indemnification Provisions shall continue to apply with respect to actions, or failures to act, that occurred on or prior to the Effective Date, subject to the terms and conditions of the Indemnification Provisions.

*G. Employment Plans*

On the Effective Date, all employment agreements and severance policies, including all employment, compensation, and benefit plans, policies, and programs of the Debtors applicable to any of their respective officers, employees or retirees, and any of the officers, employees or retirees of their respective subsidiaries, including, without limitation, all workers' compensation programs, savings plans, retirement plans, SERP plans, healthcare plans, disability plans, severance benefit plans, incentive plans, change-in-control plans, insurance plans including but not limited to life and accidental death and dismemberment insurance plans, health and welfare plans, and 401(k) plans (in each case, as applicable) (collectively, the "Specified Employee Plans") shall be deemed and treated as Executory Contracts that are and shall, subject to the following proviso, be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no Proof of Claim, request for administrative expense, or cure claim need be Filed; provided that (a) the Debtors, pursuant to the Restructuring Support Agreement, acknowledged and agreed that the Consummation of this Plan shall not constitute a change in control or term of similar meaning pursuant to any of the

Specified Employee Plans, and the Confirmation Order shall contain a finding and such other provisions acceptable to the Required Consenting Noteholders confirming the same, and (b) each “Executive” employment agreement, “Level I” employment agreement and “Level II” employment agreement shall only be maintained and assumed by the Debtors (and assigned to the Reorganized Debtors, if necessary) and considered a Specified Employee Plan if the employee party to such agreement, on or prior to the Effective Date, (i) confirms that the Consummation of this Plan does not constitute a change in control and (ii) waives any right to resign with “good reason” solely or in part as a result of the Consummation of this Plan.

All Claims arising from the Specified Employee Plans shall survive the Effective Date and be Unimpaired. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval of the Debtors’ assumption of each of the Specified Employee Plans. Confirmation and Consummation of this Plan shall not impair or otherwise modify any available defenses of the Reorganized Debtors or other applicable parties under the Specified Employee Plans.

#### *H. Insurance and Surety Contracts*

On the Effective Date, each Insurance and Surety Contract shall be deemed and treated as an Executory Contract that is and shall be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no proof of Claim, request for administrative expense, or cure claim need be Filed, and all Claims arising from the Insurance and Surety Contracts shall survive the Effective Date and be Unimpaired. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval of the Debtors’ assumption of each of the Insurance and Surety Contracts. After assumption of the Insurance and Surety Contracts, nothing in this Plan otherwise alters the terms and conditions of the Insurance and Surety Contracts. Confirmation and Consummation of this Plan shall not impair or otherwise modify any available defenses of the Reorganized Debtors or other applicable counterparties under the Insurance and Surety Contracts.

#### *I. Extension of Time to Assume or Reject*

Notwithstanding anything to the contrary set forth in Article VI of this Plan, in the event of a dispute as to whether a contract is executory or a lease is unexpired, the right of the Reorganized Debtors to move to assume or reject such contract or lease shall be extended until the date that is ten (10) days after entry of a Final Order by the Bankruptcy Court determining that the contract is executory or the lease is unexpired. The deemed assumption provided for in Article VI.A of this Plan shall not apply to any such contract or lease, and any such contract or lease shall be assumed or rejected only upon motion of the Reorganized Debtors following the Bankruptcy Court’s determination that the contract is executory or the lease is unexpired.

#### *J. Modifications, Amendments, Supplements, Restatements, or Other Agreements*

Unless otherwise provided in this Plan, each Executory Contract or Unexpired Lease that is assumed by the Debtors or the Reorganized Debtors shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such



Executory Contract or Unexpired Lease, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing has been previously rejected or repudiated or is rejected or repudiated hereunder. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

## ARTICLE VII.

### PROVISIONS GOVERNING DISTRIBUTIONS

#### *A. Distributions for Claims Allowed as of the Effective Date*

Except as otherwise provided in the “Treatment” sections in Article III hereof or as ordered by the Bankruptcy Court, distributions to be made on account of Claims that are Allowed Claims as of the Effective Date shall be made on the Effective Date or as soon as reasonably practicable thereafter. Any payment or distribution required to be made under this Plan on a day other than a Business Day shall be made on the next succeeding Business Day. Distributions on account of Disputed Claims that first become Allowed Claims after the Effective Date shall be made pursuant to Article VIII hereof.

#### *B. No Postpetition Interest on Claims*

Unless otherwise specifically provided for in this Plan, the Confirmation Order or Final Order of the Bankruptcy Court, or required by applicable bankruptcy law (including, without limitation, as required pursuant to section 506(b) or section 511 of the Bankruptcy Code), postpetition interest shall not accrue or be paid on any Claims (except DIP Super-Priority Claims) and no Holder of a Claim (except DIP Super-Priority Claims) shall be entitled to interest accruing on or after the Petition Date on any Claim.

#### *C. Distributions by the Reorganized Debtors or Other Applicable Distribution Agent*

Other than as specifically set forth below or as otherwise provided in this Plan, the Reorganized Debtors or other applicable Distribution Agent shall make all distributions required to be distributed under this Plan. Distributions on account of the Allowed Prepetition Debt Claims and Allowed DIP Super-Priority Claims shall be made to the Prepetition Credit Agreement Agent, the Prepetition Notes Indenture Trustee, and the DIP Agent, as applicable, and such agent or trustee shall be, and shall act as, the Distribution Agent with respect to its respective Class of Claims in accordance with the terms and conditions of this Plan and the applicable debt documents. All distributions to Holders of Prepetition Debt Claims and DIP Super-Priority Claims shall be deemed completed when made by the Reorganized Debtors to the Prepetition Credit Agreement Agent, the Prepetition Notes Indenture Trustee (or as directed by the Prepetition Notes Indenture Trustee), and the DIP Agent, or as otherwise provided in this Plan, as applicable. The Reorganized Debtors may employ or contract with other Entities to assist in or make the distributions required by this Plan and may pay the reasonable fees and expenses of such Entities and the Distribution Agents in the ordinary course of business. No Distribution Agent shall be required to give any bond or

surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court.

The distributions of New Common Stock to be made under this Plan to Holders of Allowed Prepetition Notes Claims shall be made by the Debtors or Reorganized Debtors, as applicable, to the Prepetition Notes Indenture Trustee, which shall transmit (or cause to be transmitted) such distributions to Holders of Allowed Prepetition Notes Claims in accordance with the Prepetition Notes Indenture or as set forth below. Notwithstanding anything to the contrary in this Plan, the Prepetition Notes Indenture Trustee may transfer or direct the transfer of such distributions through the facilities of DTC and, in such event, shall be entitled to recognize and deal for all purposes under this Plan with Holders of the Prepetition Notes to the extent consistent with the policies or customary practices of DTC. If such distributions cannot be made through the facilities of DTC, the Debtors or Reorganized Debtors, as applicable, shall implement procedures in consultation with the Prepetition Notes Indenture Trustee and reasonably acceptable to the Required Consenting Noteholders to make distributions with respect to the Prepetition Notes. The Debtors or Reorganized Debtors (as applicable) shall use their best efforts to make the New Common Stock to be distributed to Holders of the Prepetition Notes eligible for distribution through the facilities of DTC. The distributions of Subscription Rights under this Plan to Accredited Cash Opt-Out Noteholders shall be made by the Voting and Claims Agent as provided in the Equity Rights Offering Procedures. The obligations of the Prepetition Notes Indenture Trustee under the Prepetition Notes Indentures, the Prepetition Notes, and this Plan shall be deemed fully satisfied upon DTC's receipt of the distributions with respect to the Prepetition Notes.

*D. Delivery and Distributions; Undeliverable or Unclaimed Distributions*

1. Record Date for Distributions

On the Distribution Record Date, the Claims Register (and the Debtors' books and records with respect to the Holders of Equity Interests in Parent) shall be closed. Accordingly, the Debtors, the Reorganized Debtors or other applicable Distribution Agent shall have no obligation to recognize the assignment, transfer or other disposition of, or the sale of any participation in, any Allowed Claim (other than DIP Super-Priority Claims and Prepetition Debt Claims) or Allowed Equity Interest that occurs after the close of business on the Distribution Record Date, and shall be entitled for all purposes herein to recognize and distribute securities, property, notices and other documents only to those Holders of Allowed Claims (other than DIP Super-Priority Claims and Prepetition Debt Claims) or Allowed Equity Interest who are Holders of such Claims or Equity Interests, or participants therein, as of the close of business on the Distribution Record Date. The Reorganized Debtors or other applicable Distribution Agent shall be entitled to recognize and deal for all purposes under this Plan with only those record holders stated on the Claims Register, or their books and records, as of the close of business on the Distribution Record Date; provided, however, that the Distribution Record Date shall not apply to the DIP Super-Priority Claims, Prepetition Debt Claims, or any securities of the Debtors deposited with DTC.

2. Delivery of Distributions in General

Except as otherwise provided herein, the Debtors, the Reorganized Debtors or other applicable Distribution Agent, as applicable, shall make distributions to Holders of Allowed Claims, or in care of their authorized agents, as appropriate, at the address for each such Holder or

agent as indicated on the Debtors' or other applicable Distribution Agent's books and records as of the date of any such distribution; provided, however, that the manner of such distributions shall be determined in the discretion of the applicable Distribution Agent (subject to the terms and conditions of the DIP Agreement and the relevant Prepetition Debt Documents, if applicable); provided further, that the address for each Holder of an Allowed Claim shall be deemed to be the address set forth in the latest proof of Claim, if any, Filed by such Holder pursuant to Bankruptcy Rule 3001 as of the Distribution Record Date.

### 3. Minimum Distributions

Notwithstanding anything herein to the contrary, no Distribution Agent shall be required to make distributions or payments of less than \$100.00 (whether in Cash or otherwise) or to make partial distributions or payments of fractions of dollars or New Common Stock, in each case with respect to Impaired Claims. With respect to Impaired Claims, whenever any payment or distribution of a fraction of a dollar or a fraction of a share of New Common Stock under this Plan would otherwise be called for, the actual payment or distribution shall reflect a rounding of such fraction down to the nearest whole dollar or share of New Common Stock (and no Cash shall be distributed in lieu of such fractional New Common Stock). For the avoidance of doubt, DTC shall be considered a single holder for purposes of distributions.

No Distribution Agent shall have any obligation to make a distribution on account of an Allowed Claim that is Impaired under this Plan if: (a) the aggregate amount of all distributions authorized to be made on the Effective Date is or has an economic value less than \$25,000, unless such distribution is a final distribution; or (b) the amount to be distributed to the specific Holder of an Allowed Claim on the Effective Date does not constitute a final distribution to such Holder and is or has an economic value less than \$25.00, which shall be treated as an undeliverable distribution under Article VII.D.4 below.

### 4. Undeliverable Distributions

#### (a) Holding of Certain Undeliverable Distributions

If the distribution to any Holder of an Allowed Claim is returned to the Distribution Agent as undeliverable or is otherwise unclaimed, no further distributions shall be made to such Holder unless and until the Distribution Agent is notified in writing of such Holder's then current address in accordance with the time frames described in Article VII.D.4(b) hereof, at which time (or as soon as reasonably practicable thereafter) all currently due but missed distributions shall be made to such Holder. Undeliverable distributions shall remain in the possession of the Reorganized Debtors or in the applicable reserve, subject to Article VII.D.4(b) hereof, until such time as any such distributions become deliverable. Undeliverable distributions shall not be entitled to any additional interest, dividends or other accruals of any kind on account of their distribution being undeliverable.

#### (b) Failure to Claim Undeliverable Distributions

Any Holder of an Allowed Claim (or any successor or assignee or other Person or Entity claiming by, through, or on behalf of, such Holder) that does not assert a right pursuant to this Plan for an undeliverable or unclaimed distribution within ninety (90) days after the later of the

Effective Date or the date such distribution is due shall be deemed to have forfeited its rights for such undeliverable or unclaimed distribution and shall be forever barred and enjoined from asserting any such rights for an undeliverable or unclaimed distribution against the Debtors or their Estates, the Reorganized Debtors or their respective assets or property, or any Distribution Agent. In such case, any Cash, Plan Securities or other property reserved for distribution on account of such Claim shall become the property of the Reorganized Debtors, free and clear of any Claims or other rights of such Holder with respect thereto and notwithstanding any federal or state escheat laws to the contrary. Any such Cash, Plan Securities or other property shall thereafter be distributed or allocated in accordance with the applicable terms and conditions of this Plan; provided, however, that if the aggregate amount of Allowed Claims in Class 6 is less than the Parent GUC Recovery Cash Pool, then the excess Parent GUC Recovery Cash Pool shall constitute property of the Reorganized Debtors. Nothing contained in this Plan shall require the Debtors, the Reorganized Debtors, or any Distribution Agent to attempt to locate any Holder of an Allowed Claim.

(c) Failure to Present Checks

Checks issued by the Distribution Agent on account of Allowed Claims shall be null and void if not negotiated within ninety (90) days after the issuance of such check. Requests for reissuance of any check shall be made directly to the Distribution Agent by the Holder of the relevant Allowed Claim with respect to which such check originally was issued. Any Holder of an Allowed Claim holding an un-negotiated check that does not request reissuance of such un-negotiated check within ninety (90) days after the date of mailing or other delivery of such check shall have its rights for such un-negotiated check discharged and be forever barred, estopped and enjoined from asserting any such right against the Debtors, their Estates, the Reorganized Debtors, or their respective assets or property. In such case, any Cash held for payment on account of such Claims shall become the property of the Reorganized Debtors, free and clear of any Claims or other rights of such Holder with respect thereto and notwithstanding any federal or state escheat laws to the contrary. Any such Cash shall thereafter be distributed or allocated in accordance with the applicable terms and conditions of this Plan.

*E. Compliance with Tax Requirements*

In connection with this Plan and all distributions hereunder, the Reorganized Debtors or other applicable Distribution Agent shall comply with all applicable withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions hereunder shall be subject to any such applicable withholding and reporting requirements. Notwithstanding any provision in this Plan to the contrary, the Reorganized Debtors or other applicable Distribution Agent shall be authorized to take any and all reasonable actions that may be necessary or appropriate to comply with such applicable withholding and reporting requirements. All Persons and Entities holding Claims or Equity Interests shall be required to provide any information necessary to effect information reporting and the withholding of such taxes (or establish eligibility for an exclusion for the withholding of taxes), and each Holder of an Allowed Claim shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit, including income, withholding, and other tax obligations, on account of such distribution. Any amounts withheld or reallocated pursuant to this **Error! Reference source not found.** shall be treated as if distributed to the Holder of the Allowed Claim.

*F. Allocation of Plan Distributions Between Principal and Interest*

To the extent that any Allowed Claim entitled to a distribution under this Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall, to the extent permitted by applicable law, be allocated for U.S. federal income tax purposes to the principal amount of the Claim first and then, to the extent that the consideration exceeds the principal amount of the Claim, to the portion of such Claim representing accrued but unpaid interest.

*G. Means of Cash Payment*

Payments of Cash made pursuant to this Plan shall be in U.S. dollars and shall be made, at the option of the applicable Distribution Agent, by checks drawn on, or wire transfer from, a domestic bank selected by such Distribution Agent. Cash payments to foreign creditors may be made, at the option of the applicable Distribution Agent, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

*H. Timing and Calculation of Amounts to Be Distributed*

Except as otherwise provided in the “Treatment” sections in Article III hereof or as ordered by the Bankruptcy Court, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Claim shall receive the full amount of the distributions that this Plan provides for Allowed Claims in the applicable Class. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in the applicable class treatment or in Article VIII hereof. Except as otherwise provided herein, Holders of Claims shall not be entitled to interest, dividends or accruals on the distributions provided for herein, regardless of whether such distributions are delivered on or at any time after the Effective Date.

*I. Setoffs*

Without altering or limiting any of the rights and remedies of the Debtors and the Reorganized Debtors under section 502(d) of the Bankruptcy Code, all of which rights and remedies are hereby reserved, the Debtors and the Reorganized Debtors may, but shall not be required to, withhold (but not setoff except as set forth below) from the distributions called for hereunder on account of any Allowed Claim an amount equal to any claims, Causes of Action and Retained Litigation Claims of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim; provided that, at least ten (10) days prior to effectuating such withholding, the Debtors or the Reorganized Debtors, as applicable, shall provide written notice thereof to the applicable Holder of such Claim, and all objections and defenses of such Holder to such withholding are preserved. In the event that any such claims, Causes of Action or Retained Litigation Claims are adjudicated by Final Order or otherwise resolved against the applicable Holder, the Debtors and the Reorganized Debtors may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off against any Allowed Claim and the distributions to be made pursuant hereto on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), the amount of such adjudicated or resolved claims, Causes of Action or Retained Litigation Claims. Neither the failure to effect such a setoff nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claims, Causes of Action or Retained Litigation Claims, all of which are reserved unless expressly released or compromised pursuant to this Plan



or the Confirmation Order. Notwithstanding anything to the contrary herein, the Allowed Prepetition Notes Claims and the distributions to be made pursuant hereto on account of such Claims will not be subject to set off by the Debtors or the Reorganized Debtors pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, and the Debtors and the Reorganized Debtors hereby waive any and all rights of set-off against such Claims.

## ARTICLE VIII.

### PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS

#### A. *Resolution of Disputed Claims and Equity Interests*

##### 1. Allowance of Claims

After the Effective Date, and except as otherwise provided in this Plan, the Reorganized Debtors shall have and shall retain any and all available rights and defenses that the Debtors had with respect to any Claim, including, without limitation, the right to assert any objection to Claims based on the limitations imposed by section 502 or section 510 of the Bankruptcy Code. The Debtors and the Reorganized Debtors may contest the amount and validity of any Disputed Claim in the ordinary course of business in the manner and venue in which such Claim would have been determined, resolved or adjudicated if the Chapter 11 Cases had not been commenced.

##### 2. Prosecution of Objections to Claims

After the Confirmation Date but before the Effective Date, the Debtors (with the consent of the Required Consenting Noteholders), and after the Effective Date, the Reorganized Debtors, shall have the authority to File objections to Claims (other than those that are Allowed under this Plan) and settle, compromise, withdraw or litigate to judgment objections to any and all such Claims, regardless of whether such Claims are in an Unimpaired Class or otherwise; provided, however, that this provision shall not apply to Professional Fee Claims, which may be objected to by any party-in-interest in these Chapter 11 Cases. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without any further notice to or action, order or approval of the Bankruptcy Court. The Reorganized Debtors shall have the sole authority to administer and adjust the Claims Register and their respective books and records to reflect any such settlements or compromises without any further notice to or action, order or approval of the Bankruptcy Court.

##### 3. Claims Estimation

After the Confirmation Date but before the Effective Date, the Debtors (with the consent of the Required Consenting Noteholders), and after the Effective Date, the Reorganized Debtors may at any time request that the Bankruptcy Court estimate any Disputed Claim or contingent or unliquidated Claim pursuant to applicable law, including, without limitation, section 502(c) of the Bankruptcy Code, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any such Claim, whether for allowance or to determine the maximum amount of such Claim, including during the litigation concerning any objection to any Claim or during the pendency of any appeal relating to any such objection. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and not exclusive of one another.

Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court. The rights and objections of all parties are reserved in connection with any such estimation.

#### 4. No Filings of Proofs of Claim

Except as otherwise provided in this Plan, Holders of Claims, including the Prepetition Notes Indenture Trustee with respect to the Prepetition Notes Indentures and the Prepetition Notes and the DIP Agent with respect to the DIP Super-Priority Claims, shall not be required to File a proof of Claim, and no such parties should File a proof of Claim; provided that Holders of General Unsecured Claims against Parent only shall be required to file a proof of claim pursuant to separate bar date procedures to be provided to such parties by the Debtors. Other than with respect to the General Unsecured Claims against Parent only, the Debtors do not intend to object in the Bankruptcy Court to the allowance of Claims Filed; provided, however, that the Debtors and the Reorganized Debtors, as applicable, reserve the right to object to any Claim or Equity Interest that is entitled, or deemed to be entitled, to a distribution under this Plan or is rendered Unimpaired under this Plan. Instead, the Debtors intend to make distributions, as required by this Plan, in accordance with the books and records of the Debtors. Unless disputed by a Holder of a Claim, the amount set forth in the books and records of the Debtors shall constitute the amount of the Allowed Claim of such Holder. If any such Holder of a Claim disagrees with the Debtors' books and records with respect to the Allowed amount of such Holder's Claim, such Holder must so advise the Debtors in writing, in which event the Claim shall become a Disputed Claim. The Debtors intend to attempt to resolve any such disputes consensually or through judicial means outside the Bankruptcy Court subject to the consent of the Required Consenting Noteholders. Nevertheless, the Debtors may, in their discretion and with the consent of the Required Consenting Noteholders, File with the Bankruptcy Court (or any other court of competent jurisdiction) an objection to the allowance of any Claim or any other appropriate motion or adversary proceeding with respect thereto. All such objections shall be litigated to Final Order; provided, however, that the Debtors may, with the consent of the Required Consenting Noteholders, compromise, settle, withdraw or resolve by any other method approved by the Bankruptcy Court any objections to Claims.

#### *B. No Distributions Pending Allowance*

Notwithstanding any other provision of this Plan to the contrary, no payments or distributions of any kind or nature shall be made with respect to all or any portion of a Disputed Claim unless and until all objections to such Disputed Claim have been settled (with the consent of the Required Consenting Noteholders) or withdrawn or have been determined by Final Order, and the Disputed Claim is or becomes Allowed by Final Order; provided, however, that notwithstanding the foregoing, payments or distributions under this Plan to Holders of Allowed Prepetition Notes Claims will be made in full on the Effective Date, regardless of whether such Holders hold any Disputed Claims.

#### *C. Distributions on Account of Disputed Claims Once They Are Allowed*

The Reorganized Debtors or other applicable Distribution Agent shall make distributions on account of any Disputed Claim that has become Allowed after the Effective Date at such time



that such Claim becomes Allowed (or as soon as reasonably practicable thereafter). Such distributions shall be made pursuant to the applicable provisions of Article VII of this Plan.

*D. Reserve for Disputed Claims*

The Debtors, the Reorganized Debtors, and the Distribution Agent may establish such appropriate reserves for Disputed Claims in the applicable Class(es) as they determine necessary and appropriate, in each case with the consent of the Required Consenting Noteholders or as approved by order of the Bankruptcy Court. Without limiting the foregoing, reserves (if any) for Disputed Claims shall equal, as applicable, an amount of property equal to 100% of distributions to which Holders of Disputed Claims in each applicable Class would otherwise be entitled under this Plan as of such date if such Disputed Claims were Allowed based on the Debtors' books and records; provided, however, that the Debtors and the Reorganized Debtors, as applicable, shall have the right to file a motion seeking to estimate any Disputed Claims.

## **ARTICLE IX.**

### **CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN**

*A. Conditions Precedent to Confirmation*

Unless satisfied or waived pursuant to the provisions of Article IX.C hereof, the following are conditions precedent to Confirmation of this Plan.

1. This Plan and the Restructuring Documents are in form and substance reasonably acceptable to the Debtors and the Required Consenting Noteholders;

2. The Confirmation Order has been entered by the clerk of the Bankruptcy Court, and such order is in form and substance consistent in all respects with the Restructuring Term Sheet and the Restructuring Support Agreement and otherwise reasonably acceptable to the Debtors and to the Required Consenting Noteholders; and

3. The Restructuring Support Agreement is in full force and effect and has not been validly terminated in accordance with its terms, and no event has occurred or action has been taken that, with the passage of time or the giving of notice, would permit the Required Consenting Noteholders to terminate the Restructuring Support Agreement.

*B. Conditions Precedent to Consummation*

Unless satisfied or waived pursuant to the provisions of Article IX.C hereof, the following are conditions precedent to Consummation of this Plan.

1. The Confirmation Order has become a Final Order and such order has not been amended, modified, vacated, stayed, or reversed;

2. The Bankruptcy Court has entered one or more Final Orders (which may include the Confirmation Order), in form and substance reasonably acceptable to the Debtors and Required Consenting Noteholders, authorizing the assumption, assumption and assignment and rejection of

the Executory Contracts and Unexpired Leases by the Debtors as contemplated in this Plan and the Plan Supplement;

3. This Plan and the Restructuring Documents have not been amended or modified other than in a manner in form and substance consistent in all respects with the Restructuring Term Sheet, and otherwise reasonably acceptable to the Debtors and the Required Consenting Noteholders;

4. The Restructuring Documents (including the Exit Facility Loan Documents) have been filed, tendered for delivery, and have been effectuated or executed by all Persons and Entities party thereto (as appropriate), and in each case in full force and effect, each to the extent required prior to Consummation. All conditions precedent to the effectiveness of such Restructuring Documents, including, without limitation, the Exit Facility Credit Agreements, have been satisfied or waived pursuant to the terms of such applicable Restructuring Documents (or shall be satisfied concurrently with the occurrence of the Effective Date) and such agreements have closed or shall close simultaneously with the effectiveness of this Plan;

5. The Debtors have received, or concurrently with the occurrence of the Effective Date shall receive (a) an Exit ABL Facility on terms and conditions acceptable to the Required Consenting Noteholders, and/or (b) the Exit DDTL Facility;

6. The Amended/New Corporate Governance Documents have become effective or shall become effective concurrently with the effectiveness of this Plan;

7. All consents, actions, documents, certificates and agreements necessary to implement this Plan and the transactions contemplated by this Plan have been, as applicable, obtained and not otherwise subject to unfulfilled conditions, effected or executed and delivered to the required parties and, to the extent required, filed with the applicable governmental units in accordance with applicable laws, and in each case in full force and effect;

8. All governmental approvals and consents, including Bankruptcy Court approval, that are applicable and legally required for the consummation of this Plan have been obtained, not be subject to unfulfilled conditions and be in full force and effect;

9. The New Board has been selected in accordance with the Restructuring Support Agreement;

10. The Restructuring Support Agreement is in full force and effect and has not been terminated in accordance with its terms, and no event has occurred or action has been taken that, with the passage of time or the giving of notice, would permit the Required Consenting Noteholders to terminate the Restructuring Support Agreement;

11. The Professional Fee Claim Reserve has been funded in full in Cash by the Debtors in accordance with the terms and conditions of this Plan;

12. To the extent invoiced, all Ad Hoc Noteholder Group Fees and Expenses and Prepetition Notes Indenture Trustee Fees and Expenses have been paid in full in Cash;

13. There shall be no ruling, judgment, or order issued by any Governmental Unit making illegal, enjoining or otherwise preventing or prohibiting the consummation of the Restructuring Transactions, unless such ruling, judgment, or order has been stayed, reversed or vacated within three (3) Business Days after such issuance;

14. There shall be no material litigation or investigation by any Governmental Unit involving the Debtors as of the Effective Date that has had, or would reasonably be expected to have, a material adverse effect on the business, financial condition or results of operations of the Reorganized Debtors, taken as a whole; and

15. Since the Petition Date, there shall have been no event, change, effect, occurrence, development, circumstance, condition, result, state of fact or change of fact (each, an “Event”) that, individually or together with all other Events, has had, or would reasonably be expected to have, a material adverse effect on either the business, operations, finances, properties, condition (financial or otherwise), assets or liabilities of the Debtors, taken as a whole, or the ability of the Debtors taken as a whole, to perform their respective obligations under, or to consummate the Restructuring Transactions; provided, however, that in no case shall any Event arising from, as a result of, or in connection with (a) the public announcement of the Restructuring Support Agreement, this Plan, or any other Restructuring Document, (b) the pursuit or public announcement of the Restructuring Transaction, (c) the commencement or prosecution of the Chapter 11 Cases, or (d) the pursuit of Confirmation or Consummation, be taken into account in determining whether there has been, or would reasonably be expected to be, a material adverse effect for purposes of this Plan.

*C. Waiver of Conditions*

Subject to section 1127 of the Bankruptcy Code, the conditions to Confirmation and Consummation of this Plan set forth in this Article IX may be waived by the Debtors, with the consent of the Required Consenting Noteholders, without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate this Plan. The failure of the Debtors or Reorganized Debtors to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each right shall be deemed an ongoing right that may be asserted at any time.

*D. Effect of Non-Occurrence of Conditions to Confirmation or Consummation*

If the Confirmation or the Consummation of this Plan does not occur with respect to one or more of the Debtors, then this Plan shall, solely with respect to such applicable Debtor or Debtors, be null and void in all respects and nothing contained in this Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims against or Equity Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any Holders or any other Person or Entity; (3) constitute an Allowance of any Claim or Equity Interest; or (4) constitute an admission, acknowledgment, offer or undertaking by the Debtors, any Holders or any other Person or Entity in any respect.

## ARTICLE X.

### RELEASE, DISCHARGE, INJUNCTION AND RELATED PROVISIONS

#### A. *General*

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases and other benefits provided under this Plan, upon the Effective Date, the provisions of this Plan shall constitute a good faith compromise and settlement of all Claims and Equity Interests and controversies resolved pursuant to this Plan. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Equity Interests and controversies, as well as a finding by the Bankruptcy Court that any such compromise or settlement is in the best interests of the Debtors, their Estates, and any Holders of Claims or Equity Interests and is fair, equitable and reasonable.

Notwithstanding anything contained herein to the contrary, the allowance, classification and treatment of all Allowed Claims and Equity Interests and their respective distributions (if any) and treatments hereunder, takes into account the relative priority and rights of the Claims and the Equity Interests in each Class in connection with any contractual, legal and equitable subordination rights relating thereto whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code or otherwise. As of the Effective Date, any and all contractual, legal and equitable subordination rights, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code or otherwise, relating to the allowance, classification and treatment of all Allowed Claims and Equity Interests and their respective distributions (if any) and treatments hereunder, are settled, compromised, terminated and released pursuant hereto; provided, however, that nothing contained herein shall preclude any Person or Entity from exercising their rights pursuant to and consistent with the terms of this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan.

#### B. *Release of Claims and Causes of Action*

1. **Release by the Debtors and their Estates.** Pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, and except as otherwise expressly provided in this Plan, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, the Debtors and the Reorganized Debtors, in their respective individual capacities and as debtors-in-possession, and on behalf of themselves and their respective Estates, including, without limitation, any successor to the Debtors or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code (collectively, the "**Debtor Releasing Parties**"), shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Debtor Releasing Parties) and their respective assets and properties (the "**Debtor Release**") from any and all Claims, interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies,

and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors (including the management, ownership or operation thereof) or their Affiliates, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, this Plan, the Plan Supplement, the Restructuring Support Agreement, the Restructuring Documents, the Prepetition Debt Documents, and the DIP Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation, preparation dissemination, entry into, or filing of the Restructuring Support Agreement, this Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, the Prepetition Debt Documents, the DIP Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of this Plan, the solicitation of votes on this Plan or the issuance or distribution of Plan Securities pursuant to this Plan that such Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) or that any Holder of a Claim or Equity Interest or other Person or Entity would have been legally entitled to assert for, or on behalf or in the name of, any Debtor, its respective Estate or any Reorganized Debtor (whether directly or derivatively) against any of the Released Parties; provided, however, that the foregoing provisions of this Debtor Release shall not operate to waive or release (i) the rights of such Debtor Releasing Party to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan (including, without limitation, the Exit Facility Loan Documents) or assumed or assumed and assigned, as applicable, pursuant to this Plan or pursuant to a Final Order of the Bankruptcy Court, (ii) any Causes of Action arising from willful misconduct, fraud, or gross negligence, in each case as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction, and (iii) any claims against the Excluded Parties. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity and the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Article X.B shall or shall be deemed to (i) prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person or Entity that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors and/or (ii) operate as a release or waiver of any Intercompany Claims, in each case unless otherwise expressly provided for in this Plan.



Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the Claims released by the Debtor Release; (iii) in the best interest of the Debtors and their Estates; (iv) fair, equitable and reasonable; (v) given and made after due notice and opportunity for hearing; and (vi) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any claim or Cause of Action released pursuant to the Debtor Release.

2. **Release By Third Parties.** Except as otherwise expressly provided in this Plan, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor Releasing Parties above, each Non-Debtor Releasing Party (together with the Debtor Releasing Parties, the "**Releasing Parties**") shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Non-Debtor Releasing Parties) and their respective assets and properties (the "**Third Party Release**") from any and all Claims, interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors (including the management, ownership or operation thereof) or their Affiliates, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, this Plan, the Plan Supplement, the Restructuring Support Agreement, the Restructuring Documents, the Prepetition Debt Documents, and the DIP Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation, preparation, dissemination, entry into or filing of the Restructuring Support Agreement, this Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, the Prepetition Debt Documents, the DIP Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of this Plan, the solicitation of votes on this Plan or the issuance or distribution of Plan Securities pursuant to this Plan that such Non-Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties; *provided, however*, that the foregoing provisions of this Third Party Release shall not operate to waive or release (i) the rights of such Non-Debtor Releasing Party to enforce this Plan and the contracts, instruments,

releases, indentures, and other agreements or documents delivered under or in connection with this Plan (including, without limitation, the Exit Facility Loan Documents) or assumed or assumed and assigned, as applicable, pursuant to this Plan or pursuant to a Final Order of the Bankruptcy Court or (ii) any Causes of Action arising from willful misconduct, fraud, or gross negligence, in each case as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity and the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third Party Release.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third Party Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Third Party Release is: (i) consensual; (ii) essential to the confirmation of this Plan; (iii) in exchange for the good and valuable consideration provided by the Released Parties; (iv) a good faith settlement and compromise of the Claims released by the Third Party Release; (v) in the best interest of the Debtors and all Holders of Claims and Equity Interests; (vi) fair, equitable and reasonable; (vii) given and made after due notice and opportunity for hearing; and (viii) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third Party Release.

*C. Waiver of Statutory Limitations on Releases*

Each of the Releasing Parties in each of the releases contained above expressly acknowledges that although ordinarily a general release may not extend to Claims which the Releasing Party does not know or suspect to exist in its favor, which if known by it may have materially affected its settlement with the party released, they have carefully considered and taken into account in determining to enter into the above releases the possible existence of such unknown losses or claims. Without limiting the generality of the foregoing, each Releasing Party expressly waives any and all rights conferred upon it by any statute or rule of law which provides that a release does not extend to claims which the claimant does not know or suspect to exist in its favor at the time of providing the release, which if known by it may have materially affected its settlement with the released party. The releases contained in this Plan are effective regardless of whether those released matters are presently known, unknown, suspected or unsuspected, foreseen or unforeseen.

*D. Discharge of Claims and Equity Interests*

To the fullest extent provided under section 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code, except as otherwise expressly provided by this Plan (including, without limitation, Article V.D and V.E of this Plan) or the Confirmation Order, effective as of the Effective Date, all consideration distributed under this Plan shall be in exchange for, and in complete satisfaction, settlement, discharge, and release of, all Claims, Equity Interests and Causes of Action of any kind or nature whatsoever against the Debtors and the Reorganized Debtors or any of their respective assets or properties, including any interest accrued on such Claims or Equity



Interests from and after the Petition Date, and regardless of whether any property shall have been abandoned by order of the Bankruptcy Court, distributed or retained pursuant to this Plan on account of such Claims, Equity Interests or Causes of Action.

Except as otherwise expressly provided by this Plan (including, without limitation, Article V.D and V.E of this Plan) or the Confirmation Order, upon the Effective Date, the Debtors and their Estates shall be deemed discharged and released under and to the fullest extent provided under sections 524 and 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code from any and all Claims of any kind or nature whatsoever, including, but not limited to, demands and liabilities that arose before the Confirmation Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code. Such discharge shall void any judgment obtained against the Debtors or the Reorganized Debtors at any time, to the extent that such judgment relates to a discharged Claim.

Except as otherwise expressly provided by this Plan (including, without limitation, Article V.D and V.E of this Plan) or the Confirmation Order, upon the Effective Date: (i) the rights afforded herein and the treatment of all Claims and Equity Interests shall be in exchange for and in complete satisfaction, settlement, discharge, and release of all Claims and Equity Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtors or any of their respective assets, property, or Estates; (ii) all Claims and Equity Interests shall be satisfied, discharged, and released in full, and each of the Debtors' liability with respect thereto shall be extinguished completely without further notice or action; and (iii) all Persons and Entities shall be precluded from asserting against the Debtors, the Estates, the Reorganized Debtors, each of their respective successors and assigns, and each of their respective assets and properties, any such Claims or Equity Interests, whether based upon any documents, instruments or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date or otherwise.

#### *E. Exculpation*

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any claims or Causes of Action arising prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of this Plan, the Disclosure Statement, the Restructuring Documents, the DIP Documents, or any contract, instrument, release or other agreement or document created or entered into in connection with this Plan, including the Restructuring Support Agreement, or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or Consummation of this Plan; provided, however, that the foregoing provisions of this exculpation shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, fraud, or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of any Person or Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with this Plan or assumed pursuant to this Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon

the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions. The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity. Notwithstanding the foregoing, nothing in this Article X.E shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person or Entity that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in this Plan.

*F. Preservation of Causes of Action*

1. Maintenance of Causes of Action

Except as otherwise provided in this Article X (including, without limitation, and for the avoidance of doubt, the Releases contained in Article X.B and Exculpation contained in Article X.E hereof) or elsewhere in this Plan or the Confirmation Order, after the Effective Date, the Reorganized Debtors shall retain all rights to commence, pursue, litigate or settle, as appropriate, any and all Retained Litigation Claims, whether existing as of the Petition Date or thereafter arising, in any court or other tribunal including, without limitation, in an adversary proceeding Filed in the Chapter 11 Cases. The Reorganized Debtors, as the successors-in-interest to the Debtors and the Estates, may, and shall have the exclusive right to, enforce, sue on, settle, compromise, transfer or assign (or decline to do any of the foregoing) any or all of such Retained Litigation Claims without notice to or approval from the Bankruptcy Court.

2. Preservation of All Causes of Action Not Expressly Settled or Released

The Debtors expressly reserve all Causes of Action and Retained Litigation Claims for later adjudication by the Debtors or the Reorganized Debtors (including, without limitation, Causes of Action and Retained Litigation Claims not specifically identified or of which the Debtors may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time or facts or circumstances that may change or be different from those the Debtors now believe to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such Causes of Action or Retained Litigation Claims upon or after the Confirmation or Consummation of this Plan based on the Disclosure Statement, this Plan or the Confirmation Order, except in each case where such Causes of Action or Retained Litigation Claims have been expressly waived, relinquished, released, compromised or settled in this Plan (including, without limitation, and for the avoidance of doubt, the Releases contained in Article X.B and Exculpation contained in Article X.E hereof) or any other Final Order (including, without limitation, the Confirmation Order). In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which any of the Debtors are a plaintiff, defendant or an interested party, against any Person or Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits.

No Person or Entity may rely on the absence of a specific reference in this Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action or Retained Litigation Claim against them as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action or Retained Litigation Claim against them. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action and Retained Litigation Claim against any Person or Entity, except as otherwise expressly provided in this Plan or the Confirmation Order (including, without limitation, and for the avoidance of doubt, the Releases contained in Article X.B and Exculpation contained in Article X.E hereof).

*G. Injunction*

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER, FROM AND AFTER THE EFFECTIVE DATE, ALL PERSONS AND ENTITIES ARE, TO THE FULLEST EXTENT PROVIDED UNDER SECTION 524 AND OTHER APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, PERMANENTLY ENJOINED FROM (I) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY SUIT, ACTION OR OTHER PROCEEDING; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER; (III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE; (IV) ASSERTING A SETOFF OR RIGHT OF SUBROGATION OF ANY KIND; OR (V) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, IN EACH CASE ON ACCOUNT OF OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, EQUITY INTEREST, OR REMEDY RELEASED OR TO BE RELEASED, EXCULPATED OR TO BE EXCULPATED, SETTLED OR TO BE SETTLED OR DISCHARGED OR TO BE DISCHARGED PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER AGAINST ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED). ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASES UNDER SECTION 105 OR SECTION 362 OF THE BANKRUPTCY CODE, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE, SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE.**

*H. Binding Nature Of Plan*

**ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THIS PLAN SHALL BIND, AND SHALL BE DEEMED BINDING UPON, THE DEBTORS, THE REORGANIZED DEBTORS, ANY AND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS, ALL PERSONS AND ENTITIES THAT ARE PARTIES TO OR ARE SUBJECT TO THE SETTLEMENTS, COMPROMISES, RELEASES, EXCULPATIONS, DISCHARGES, AND INJUNCTIONS DESCRIBED IN THIS PLAN, EACH PERSON AND ENTITY ACQUIRING PROPERTY UNDER THIS PLAN, ANY AND ALL NON-DEBTOR PARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES WITH THE DEBTORS AND THE RESPECTIVE SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING, TO**

**THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING WHETHER OR NOT SUCH PERSON OR ENTITY (I) SHALL RECEIVE OR RETAIN ANY PROPERTY, OR INTEREST IN PROPERTY, UNDER THIS PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THIS PLAN, AFFIRMATIVELY VOTED TO REJECT THIS PLAN OR IS CONCLUSIVELY DEEMED TO REJECT THIS PLAN.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE INJUNCTION DOES NOT ENJOIN ANY PARTY UNDER THE RESTRUCTURING SUPPORT AGREEMENT OR THIS PLAN OR UNDER ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE INCLUDED IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN.**

*I. Protection Against Discriminatory Treatment*

To the extent provided by section 525 of the Bankruptcy Code and the Supremacy Clause of the United States Constitution, all Persons and Entities, including Governmental Units, shall not discriminate against the Reorganized Debtors or deny, revoke, suspend or refuse to renew a license, permit, charter, franchise or other similar grant to, condition such a grant to, discriminate with respect to such a grant, against the Reorganized Debtors, or another Person or Entity with whom the Reorganized Debtors have been associated, solely because any Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge) or has not paid a debt that is dischargeable in the Chapter 11 Cases.

*J. Integral Part of Plan*

Each of the provisions set forth in this Plan with respect to the settlement, release, discharge, exculpation, and injunction for or with respect to Claims and/or Causes of Action are an integral part of this Plan and essential to its implementation. Accordingly, each Person or Entity that is a beneficiary of such provision shall have the right to independently seek to enforce such provision and such provision may not be amended, modified, or waived after the Effective Date without the prior written consent of such beneficiary.

## **ARTICLE XI.**

### **RETENTION OF JURISDICTION**

Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, on and after the Effective Date, retain exclusive jurisdiction over the Chapter 11 Cases and all Persons and Entities with respect to all matters related to the Chapter 11 Cases, the Debtors and this Plan as legally permissible, including, without limitation, jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Equity Interest, including, without limitation, the

resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of any such Claim or Equity Interest;

2. grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or this Plan, for periods ending on or before the Effective Date; provided, however, that, from and after the Effective Date, the Reorganized Debtors may pay Professionals in the ordinary course of business for any work performed after the Effective Date and such payment shall not be subject to the approval of the Bankruptcy Court;

3. resolve any matters related to the assumption, assignment or rejection of any Executory Contract or Unexpired Lease and to adjudicate and, if necessary, liquidate, any Claims arising therefrom, including, without limitation, those matters related to any amendment to this Plan after the Effective Date to add Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed or rejected (as applicable);

4. resolve any issues related to any matters adjudicated in the Chapter 11 Cases;

5. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of this Plan;

6. decide or resolve any motions, adversary proceedings, contested or litigated matters and any other Causes of Action that are pending as of the Effective Date or that may be commenced in the future, and grant or deny any applications involving the Debtors that may be pending on the Effective Date or instituted by the Reorganized Debtors after the Effective Date, provided, however, that the Reorganized Debtors shall reserve the right to commence actions in all appropriate forums and jurisdictions;

7. enter such orders as may be necessary or appropriate to implement or consummate the provisions of this Plan and all other contracts, instruments, releases, indentures and other agreements or documents adopted in connection with this Plan, the Plan Supplement or the Disclosure Statement;

8. resolve any cases, controversies, suits or disputes that may arise in connection with the Consummation, interpretation or enforcement of this Plan or any Person or Entity's obligations incurred in connection with this Plan;

9. hear and determine all Causes of Action that are pending as of the Effective Date or that may be commenced in the future;

10. issue injunctions and enforce them, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person or Entity with Consummation or enforcement of this Plan;

11. enforce the terms and conditions of this Plan, the Confirmation Order, and the Restructuring Documents;

12. resolve any cases, controversies, suits or disputes with respect to the Release, the Exculpation, the indemnification and other provisions contained in Article X hereof and enter such

orders or take such other actions as may be necessary or appropriate to implement or enforce all such provisions;

13. hear and determine all Retained Litigation Claims;

14. enter and implement such orders or take such other actions as may be necessary or appropriate if the Confirmation Order is modified, stayed, reversed, revoked or vacated;

15. resolve any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, the Confirmation Order or any release or exculpation adopted in connection with this Plan; and

16. enter an order concluding or closing the Chapter 11 Cases.

Notwithstanding the foregoing, (i) any dispute arising under or in connection with any Exit Facility or any other contract or agreement binding on the Reorganized Debtors that contains provisions governing jurisdiction for litigation of disputes thereunder shall be addressed in accordance with the provisions of the applicable document and (ii) if the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in this Article of this Plan, the provisions of this Article XI shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

## ARTICLE XII.

### MISCELLANEOUS PROVISIONS

#### *A. Substantial Consummation*

“Substantial Consummation” of this Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Effective Date.

#### *B. Payment of Statutory Fees; Post-Effective Date Fees and Expenses*

All fees payable pursuant to section 1930(a) of the Judicial Code, as determined by the Bankruptcy Court at a hearing pursuant to section 1128 of the Bankruptcy Code to the extent necessary, shall be paid by each of the Debtors or the Reorganized Debtors (or the Distribution Agent on behalf of each of the Debtors or Reorganized Debtors), as applicable, for each quarter (including any fraction thereof) until the earliest to occur of the entry of (a) a final decree closing such Debtor’s Chapter 11 Case, (b) an order dismissing such Debtor’s Chapter 11 Case, or (c) an order converting such Debtor’s Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code.

The Reorganized Debtors may pay the liabilities and charges that they incur on or after the Effective Date for Professionals’ fees, disbursements, expenses, or related support services (including reasonable fees, costs and expenses incurred by Professionals relating to the preparation of interim and final fee applications and obtaining Bankruptcy Court approval thereof) in the ordinary course of business and without application or notice to, or order of, the Bankruptcy Court,



including, without limitation, the reasonable fees, expenses, and disbursements of the Distribution Agents and the fees, costs and expenses incurred by Professionals in connection with the implementation, enforcement and Consummation of this Plan and the Restructuring Documents.

*C. Statutory Committee*

On the Effective Date, the current and former members of the Committee, if any, and their respective officers, employees, counsel, advisors and agents, shall be released and discharged of and from all further authority, duties, responsibilities and obligations related to and arising from and in connection with the Chapter 11 Cases and the Committee shall dissolve. Following the completion of the Committee's remaining duties set forth above, the Committee shall be dissolved, and the retention or employment of the Committee's respective attorneys, accountants and other agents shall terminate without further notice to, or action by, any Person or Entity.

*D. Conflicts*

In the event that a provision of the Restructuring Documents or the Disclosure Statement (including any and all exhibits and attachments thereto) conflicts with a provision of this Plan or the Confirmation Order, the provision of this Plan and the Confirmation Order (as applicable) shall govern and control to the extent of such conflict. In the event that a provision of this Plan conflicts with a provision of the Confirmation Order, the provision of the Confirmation Order shall govern and control to the extent of such conflict.

*E. Modification of Plan*

Effective as of the date hereof and subject to the limitations and rights contained in this Plan: (a) the Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify this Plan prior to the entry of the Confirmation Order in a way that is in form and substance consistent in all material respects with the Restructuring Term Sheet and otherwise reasonably acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement, in accordance with section 1127(a) of the Bankruptcy Code; and (b) after the entry of the Confirmation Order, the Debtors or the Reorganized Debtors, as applicable, may, upon order of the Bankruptcy Court, amend or modify this Plan in a way that is in form and substance consistent in all material respects with the Restructuring Term Sheet and otherwise acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement, in accordance with section 1127(b) of the Bankruptcy Code or to remedy any defect or omission or reconcile any inconsistency in this Plan in such manner as may be necessary to carry out the purpose and intent of this Plan. A Holder of a Claim that has accepted this Plan shall be presumed to have accepted this Plan, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such Holder.

*F. Revocation or Withdrawal of Plan*

The Debtors reserve the right to revoke or withdraw this Plan prior to the Effective Date and/or to File subsequent chapter 11 plans, with respect to one or more of the Debtors; provided that any rights under the Restructuring Support Agreement, including any consent rights contained therein, shall remain unaffected. If the Debtors revoke or withdraw this Plan, or if Confirmation



or Consummation of this Plan does not occur with respect to one or more of the Debtors, then with respect to the applicable Debtor or Debtors for which this Plan was revoked or withdrawn or for which Confirmation or Consummation of this Plan did not occur: (1) this Plan shall be null and void in all respects; (2) any settlement or compromise embodied in this Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected by this Plan and any document or agreement executed pursuant hereto shall be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (3) nothing contained in this Plan shall: (a) constitute a waiver or release of any Claims by or against, or any Equity Interests in, the applicable Debtors or any other Person or Entity; (b) prejudice in any manner the rights of the applicable Debtors or any other Person or Entity; or (c) constitute an admission, acknowledgement, offer or undertaking of any sort by the applicable Debtors or any other Person or Entity.

*G. Successors and Assigns*

This Plan shall be binding upon and inure to the benefit of the Debtors, the Reorganized Debtors, all present and former Holders of Claims and Equity Interests, other parties-in-interest, and their respective heirs, executors, administrators, successors, and assigns. The rights, benefits, and obligations of any Person or Entity named or referred to in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor, or assign of such Person or Entity.

*H. Reservation of Rights*

Except as expressly set forth herein, this Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order and this Plan is Consummated. Neither the filing of this Plan, any statement or provision contained herein, nor the taking of any action by the Debtors or any other Person or Entity with respect to this Plan shall be or shall be deemed to be an admission or waiver of any rights of: (1) the Debtors with respect to the Holders of Claims or Equity Interests or other Person or Entity; or (2) any Holder of a Claim or an Equity Interest or other Person or Entity prior to the Effective Date.

*I. Further Assurances*

The Debtors or the Reorganized Debtors, as applicable, all Holders of Claims receiving distributions hereunder and all other Persons and Entities shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan or the Confirmation Order.

*J. Severability*

If, prior to the Confirmation Date, any term or provision of this Plan is determined by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan,

as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

*K. Service of Documents*

Any notice, direction or other communication given regarding the matters contemplated by this Plan (each, a “**Notice**”) must be in writing, sent by personal delivery, electronic mail, courier or facsimile and addressed as follows:

**If to the Debtors:**

Superior Energy Services, Inc.  
1001 Louisiana Street, Suite 2900  
Houston, Texas 77002  
Attn: William B. Masters  
Email: bill.masters@superiorenergy.com

with a copy to:

Latham & Watkins LLP  
885 Third Avenue  
New York, NY 10022  
Attn: Keith A. Simon and George Klidonas  
Direct Dial: (212) 906-1200  
Fax: (212) 751-4864  
Email: keith.simon@lw.com and george.klidonas@lw.com

**If to the Ad Hoc Noteholder Group:**

Davis Polk & Wardwell LLP  
405 Lexington Ave.  
New York, NY 10017  
Attn: Damian S. Schaible and Adam L. Shpeen  
Direct Dial: (212) 450-4000  
Fax: (212) 701-5800  
Email: damian.schaible@davispolk.com and  
adam.shpeen@davispolk.com

A Notice is deemed to be given and received (a) if sent by personal delivery or courier, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day, or (b) if sent by facsimile, on the Business Day following the date of confirmation of transmission by the originating facsimile, or (c) if sent by electronic mail, when the sender receives an email from the recipient acknowledging receipt, provided that an automatic “read receipt” does not constitute acknowledgment of an email for purposes of this Section. Any party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any element of a party’s address that is not specifically changed in a Notice shall be assumed not to be changed. Sending a copy of a Notice to a party’s legal counsel as contemplated above is for information purposes only and does not

constitute delivery of the Notice to that party. The failure to send a copy of a Notice to legal counsel does not invalidate delivery of that Notice to a party.

*L. Exemption from Transfer Taxes Pursuant to Section 1146(a) of the Bankruptcy Code*

Pursuant to and to the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any issuance, transfer, or exchange of a security, or the making or delivery of an instrument of transfer of property, pursuant to or in connection with this Plan or the Restructuring Documents shall not be subject to any Stamp or Similar Tax or governmental assessment in the United States or by any other Governmental Unit, and the Confirmation Order shall direct the appropriate federal, state or local (domestic or foreign) governmental officials or agents to forgo the collection of any such Stamp or Similar Tax or governmental assessment and to accept for filing and recordation instruments or other documents evidencing such action or event without the payment of any such Stamp or Similar Tax or governmental assessment. Such exemption specifically applies, without limitation, to (i) all actions, agreements and documents necessary to evidence and implement the provisions of, transactions contemplated by and the distributions to be made under this Plan or the Restructuring Documents, (ii) the issuance and distribution of the New Common Stock or Plan Securities and Documents, and (iii) the maintenance or creation of security interests or any Lien as contemplated by this Plan or the Restructuring Documents.

*M. Governing Law*

Except to the extent that the Bankruptcy Code, the Bankruptcy Rules or other federal law is applicable, or to the extent that a Restructuring Document or an exhibit or schedule to this Plan provides otherwise, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, the laws of New York, without giving effect to the principles of conflicts of law of such jurisdiction.

*N. Tax Reporting and Compliance*

The Reorganized Debtors are hereby authorized, on behalf of the Debtors, to request an expedited determination under section 505(b) of the Bankruptcy Code of the tax liability of the Debtors for all taxable periods ending after the Petition Date through and including the Effective Date.

*O. Exhibits and Schedules*

All exhibits and schedules to this Plan, including the Exhibits and Plan Schedules, are incorporated herein and are a part of this Plan as if set forth in full herein.

*P. No Strict Construction*

This Plan is the product of extensive discussions and negotiations between and among, *inter alia*, the Debtors, the Consenting Noteholders, and their respective professionals. Each of the foregoing was represented by counsel of its choice who either participated in the formulation and documentation of, or was afforded the opportunity to review and provide comments on, this Plan, the Disclosure Statement, the Exhibits and the Plan Schedules, and the agreements and documents ancillary or related thereto. Accordingly, unless explicitly indicated otherwise, the general rule of contract construction known as “*contra proferentem*” or other rule of strict

construction shall not apply to the construction or interpretation of any provision of this Plan, the Disclosure Statement, the Exhibits or the Plan Schedules, or the documents ancillary and related thereto.

*Q. Entire Agreement*

Except as otherwise provided herein or therein, this Plan and the Restructuring Documents supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan and the Restructuring Documents.

*R. Closing of Chapter 11 Cases*

The Reorganized Debtors shall, promptly after the full administration and Consummation of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

*S. 2002 Notice Parties*

After the Effective Date, the Debtors and the Reorganized Debtors, as applicable, are authorized to limit the list of Persons and Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Persons and Entities who have Filed a renewed request after the Confirmation Hearing to receive documents pursuant to Bankruptcy Rule 2002.

Dated: December [•], 2020

Respectfully submitted,

**SUPERIOR ENERGY SERVICES, INC. AND  
ITS AFFILIATE DEBTORS**

By:           /s/ Draft

**Exhibit B**

**Form of Joinder**

## **JOINDER TO RESTRUCTURING SUPPORT AGREEMENT**

The undersigned hereby acknowledges that it has received and fully reviewed the Amended and Restated Restructuring Support Agreement (including the exhibits attached thereto, as the same may be amended, modified or supplemented from time to time in accordance with the terms thereof, the “**Agreement**”), dated as of December 4, 2020, by and among (i) Superior Energy Services, Inc. (“**Parent**”), (ii) each direct and indirect wholly-owned, domestic subsidiary of Parent party hereto (each an “**SPN Subsidiary**”, and together with Parent, the “**Company**”), and (iii) the Noteholders (as defined therein) party thereto (the “**Consenting Noteholders**”). The undersigned acknowledges and agrees, by its signature below, that it is bound by the terms and conditions of the Agreement and shall be deemed a “Consenting Noteholder” for all purposes under the terms of and pursuant to the Agreement as of the date hereof.

Date: [\_\_\_\_\_], 2020

[Name of Holder/Proposed Transferee]

By: \_\_\_\_\_

Name:

Title:

Principal Amount of 2021 Notes Claims as of the date hereof:

\$ \_\_\_\_\_

Principal Amount of 2024 Notes Claims as of the date hereof:

\$ \_\_\_\_\_

Address for Notice:

[\_\_\_\_\_]

[\_\_\_\_\_]

Attention: [\_\_\_\_\_]

Facsimile: [\_\_\_\_\_]



**Exhibit 2**

**Omohundro Declaration**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

	X	
In re:	:	Chapter 11
	:	
<b>SUPERIOR ENERGY SERVICES, INC., et</b>	:	Case No. 20-35812 (DRJ)
<b>al.,<sup>1</sup></b>	:	
<b>Debtors.</b>	:	(Joint Administration Requested)
	:	
	:	
	X	

**DECLARATION OF RYAN OMOHUNDRO  
IN SUPPORT OF DEBTORS’ EMERGENCY MOTION FOR ENTRY OF ORDERS  
(I) AUTHORIZING THE DEBTORS TO OBTAIN POSTPETITION FINANCING,  
(II) AUTHORIZING THE DEBTORS TO USE CASH COLLATERAL, (III) GRANTING  
LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE  
CLAIMS, (IV) GRANTING ADEQUATE PROTECTION TO PREPETITION  
ABL SECURED PARTIES, (V) MODIFYING AUTOMATIC STAY, (VI)  
SCHEDULING A FINAL HEARING, AND (VII) GRANTING RELATED RELIEF**

I, Ryan Omohundro, hereby declare as follows under penalty of perjury:

1. I am a Managing Director at Alvarez & Marsal North America, LLC (“**A&M**”), a limited liability corporation, the proposed restructuring advisor to the debtors and debtors-in-possession (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”). I submit this declaration in support of the *Debtors’ Emergency Motion for Entry of Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense*

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Superior Energy Services, Inc. (9388), SESI, L.L.C. (4124), Superior Energy Services-North America Services, Inc. (5131), Complete Energy Services, Inc. (9295), Warrior Energy Services Corporation (9424), SPN Well Services, Inc. (2682), Pumpco Energy Services, Inc. (7310), 1105 Peters Road, L.L.C. (4198), Connection Technology, L.L.C. (4128), CSI Technologies, LLC (6936), H.B. Rentals, L.C. (7291), International Snubbing Services, L.L.C. (4134), Stabil Drill Specialties, L.L.C. (4138), Superior Energy Services, L.L.C. (4196), Superior Inspection Services, L.L.C. (4991), Wild Well Control, Inc. (3477), Workstrings International, L.L.C. (0390). The Debtors’ address is 1001 Louisiana Street, Suite 2900, Houston, Texas 77002.

*Claims, (IV) Granting Adequate Protection to Prepetition ABL Secured Parties, (V) Modifying Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* (the “**DIP Motion**”),<sup>2</sup> which seeks approval for the Debtors to (i) obtain \$120 million in debtor-in-possession (“**DIP**”) financing through a senior secured superpriority credit facility (the “**DIP Facility**”) and (ii) convert \$47,357,275<sup>3</sup> of Prepetition Letters of Credit (as defined in the DIP Motion) into DIP Letters of Credit (as defined in the DIP Motion) deemed issued and outstanding under the DIP Facility, as of the Closing Date upon entry of the Interim Order.

1. Except as otherwise stated in this declaration (this “**Declaration**”), the statements set forth herein are based on (1) my personal knowledge or opinion based on my experience; (2) information that I have received from the Debtors, my colleagues at A&M working directly with me or under my supervision, direction, or control, or other advisors of the Debtors; and/or (3) my review of relevant documents. Additionally, the opinions asserted herein are based upon my experience and knowledge of the Debtors’ operations, financial condition, and liquidity. I am not being specifically compensated for this testimony other than through the proposed compensation to A&M as a professional retained by the Debtors.

2. I am authorized to submit this Declaration on behalf of the Debtors. If I were called upon to testify, I would testify competently to the facts and opinions set forth herein.

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<sup>2</sup> Capitalized terms used but not defined herein have the meanings ascribed to them in the DIP Motion or the Declaration of Westervelt T. Ballard, Jr., Chief Financial Officer of the Debtors, in Support of Chapter 11 Petitions and First Day Pleadings (the “**First-Day Declaration**”), as applicable.

<sup>3</sup> Amounts current as of November 30, 2020.

## **PROFESSIONAL BACKGROUND AND QUALIFICATIONS**

3. I am a Managing Director in the North American Commercial Restructuring group at A&M and I am based in A&M's office at 700 Louisiana Street, Suite 3300, Houston, Texas 77002.

4. A&M is a leading restructuring consulting firm with extensive experience and an excellent reputation for providing high quality, specialized management and restructuring advisory services to debtors and distressed companies. Specifically, A&M's core services include turnaround advisory services, interim and crisis management, revenue enhancement, claims management, and creditor and risk management advisory services. A&M provides a wide range of debtor advisory services targeted at stabilizing and improving a company's financial position, including: developing or validating forecasts, business plans and related assessments of strategic position; monitoring and managing cash, cash flow and supplier relationships; assessing and recommending cost reduction strategies; and designing and renegotiating financial restructuring packages. Additionally, A&M provides advice on specific aspects of the turnaround process and helps manage complex constituency relations and communications. A&M is known for its ability to work alongside company management and key constituents during chapter 11 restructurings to develop a feasible and executable plan of reorganization. I have been a full-time restructuring advisor for over 14 years. I have a broad range of experience in liquidity and working capital management, cash forecasting, liquidation analyses and valuation, business plan development, cost-cutting and asset rationalization, lender negotiations, bankruptcy planning, and accounting. In addition to the Debtors, I have advised several distressed energy companies, including FTS International, Arena Energy, Hi-Crush Inc., Weatherford International, Parker Drilling Company, QMax, Northeast Gas Generation, Jones Energy, Castex Energy, New Mach Gen, Forbes Energy Services, US Well Services, and Quintana Energy Services. I have been involved in preparing cash flow forecasts for determining the amount

of post-petition financing needed over 15 times, the majority for companies in the oil and gas sector.

5. I received a master's degree in professional accounting and a bachelor's degree in business administration from the University of Texas at Austin, graduating with Highest Honors. I am a Certified Public Accountant (CPA), a Chartered Financial Analyst (CFA), a Certified Insolvency & Restructuring Advisor (CIRA), and a Certified Fraud Examiner (CFE). I have been employed at A&M since June 2006.

### **ADVISOR RETENTION**

6. A&M was engaged as a restructuring advisor to the Debtors in August 2020 to, among other things, assist in potential restructuring planning, develop and manage a cash-flow forecast, evaluate the Debtors' business plan, assist with financing issues, and liaise with creditors. Since A&M's engagement in this matter, A&M has been working closely with the Debtors' management and other professionals to assist the Debtors in considering and planning for various restructuring scenarios. As a result of that work, I am familiar with the Debtors' capital structure, business operations, books and records, and restructuring efforts to date, and I have developed a firm understanding of the Debtors' liquidity position and needs.

### **SUMMARY**

7. The Debtors' proposed DIP Facility targets one critical business need: continuity of letter of credit availability throughout the Debtors' Chapter 11 Cases and upon exit. The Debtors require approximately \$100 million in letter of credit availability for ongoing business purposes. The proposed DIP facility provides such availability and, just as importantly, will also convert into an exit facility provided by the same lenders and letter of credit issuers on substantially similar terms.

8. Given the state of the oilfield services and capital markets, there are very few lenders willing to provide such a facility, and in all likelihood none willing to provide such a facility on terms more favorable than proposed by the Prepetition ABL Lenders. Indeed, a key benefit that the Prepetition ABL Lenders provide is a seamless transition from the Prepetition ABL Facility to the DIP Facility, and from the DIP Facility to the proposed exit facility. That seamlessness reduces costs and offers maximum assurance to counterparties that the Debtors are operating, and will continue to operate, business as usual notwithstanding these Chapter 11 Cases.

9. As a condition to providing the necessary exit facility, and to providing the DIP Facility that provides the bridge thereto from the Prepetition ABL Facility, the Prepetition ABL Lenders have requested that approximately \$47 million in outstanding Prepetition Letters of Credit be deemed reissued as DIP Letters of Credit immediately upon closing of the DIP Facility. As a result, and in order to obtain the exit facility and the DIP Facility, the Debtors require immediate approval of such deemed reissuance on an emergency basis, as a component of the Interim Order.

10. Immediate reissuance of Prepetition Letters of Credit as DIP Letters of Credit, and conversion of the same into letters of credit under the exit facility, is also supported by the Ad Hoc Noteholder Group who will be the substantial majority owners of the reorganized Debtors.

11. The proposed DIP Facility, and the exit facility into which it will convert, provide the Debtors their best option for maintaining the letter of credit availability that is critical to the success of their business, as well as the best opportunity to ensure an efficient exit from these prepackaged Chapter 11 Cases.

## LETTER OF CREDIT AND LIQUIDITY NEEDS

### *Letter of Credit Needs*

12. The Debtors have approximately \$47 million in letters of credit outstanding under the Prepetition ABL Facility. The vast majority of these letters of credit are posted in favor of non-U.S. customers to secure the Debtors' bid and performance obligations to those parties. Those non-U.S. parties generally are not in a position to accept, nor are the Debtors in a position to offer to such foreign parties, alternative forms of security, such as direct posting of cash.

13. The Debtors also have posted approximately \$50 million in cash directly to U.S. counterparties in lieu of recently cancelled letters of credit. These letters of credit, and the direct cash posting that temporarily replaces them, largely secure obligations to the Debtors' insurers. Securing these obligations through a bank facility is preferable, for all parties, to direct posting of cash.

14. As a result, the Debtors have an ongoing need for approximately \$100 million in letter of credit capacity (as well as a cushion on top of that \$100 million to maintain minimum liquidity under any letter of credit facility).

15. For the reasons explained below, the Debtors have no realistic path to meeting this letter of credit need while maintaining sufficient liquidity to operate their business without a facility like the Proposed DIP Facility.

### *Impact of Letter of Credit Need on Liquidity*

16. The Debtors authorized A&M along with their other advisors, to initiate the process of evaluating the Debtors' projected financing needs to fund a potential chapter 11 restructuring. A&M worked closely with the Debtors' management and other advisors to assess the Debtors' cash needs for their businesses and potential chapter 11 cases. As part of that evaluation, A&M,



with the assistance of the Debtors' management, prepared a cash-flow forecast detailing the Debtors' postpetition cash needs over an initial 13 week period, which is attached as Exhibit A to this Declaration (the "**Initial Budget**"). The Initial Budget takes into account projected cash receipts and disbursements during the projected period and considers a number of factors, including the effect of the chapter 11 filing on the operating of the business, fees and interest expenses associated with the DIP Facility and exit commitment, and professional fees.

17. As set forth in the Initial Budget, the Debtors have approximately \$94 million in unrestricted cash on hand as of the Petition Date. All of this cash is, and all cash generated by operations during the pendency of these cases will be, collateral of the ABL Secured Parties ("**Cash Collateral**"). Even assuming availability of Cash Collateral and no need to cash collateralize letters of credit, the Debtors are projected to be cash-flow negative over the approximately seven weeks anticipated between the Petition Date and confirmation of the Debtors' plan of reorganization. The Debtors anticipate having approximately \$72 million in unrestricted cash on hand as of the week ended January 22, 2021.

18. In addition, the Debtors anticipate needing to fund approximately \$39 million in fees and expenses necessary to exit from the Chapter 11 Cases. As a result, absent any downward adjustments and assuming an exit date the week of or shortly after confirmation of the Debtors' plan of reorganization, the Debtors would exit bankruptcy with approximately \$33 million in unrestricted cash.

19. However, in the absence of a facility like the proposed DIP Facility, the Debtors would most likely need to cash collateralize the approximately \$47 million in outstanding Prepetition Letters of Credit. First, the Prepetition ABL Lenders likely would not consent to use of their Cash Collateral for any purpose unless the existing Prepetition Letter of Credit exposure

was fully covered. Second, even if the Debtors could prevail in a dispute over non-consensual use of cash collateral, the Debtors generally could not use the cash—as opposed to letters of credit—to provide assurance to their non-U.S. customers. Instead, those customers would be left in the uneasy position of looking to satisfaction from a defaulted Prepetition ABL Facility, and would further have serious doubts about the Debtors’ ability to obtain letters of credit for any future projects. In that case, the Debtors’ ability to obtain projects from these customers, and other potential customers, would be meaningfully diminished. In short, without the benefit of the DIP Facility, the Debtors will need to cash collateralize the outstanding letters of credit, and do so at a standard premium (likely 105% of face value), further reducing liquidity by an additional approximately \$50 million.

20. In short, the ability of the Debtors to sustain their business during, and successfully emerge from, these Chapter 11 Cases is dependent on immediately obtaining adequate postpetition financing in the form of both a DIP Facility to support letters of credit and access to Cash Collateral. I believe that the degree of financial harm that the Debtors will incur if they do not obtain adequate postpetition financing greatly exceeds the amount of requested postpetition financing.

**THE PROPOSED DIP FACILITY IS NECESSARY AND SUFFICIENT  
TO MEET THE DEBTORS’ LETTER OF CREDIT AND LIQUIDITY NEEDS**

21. Based on the extensive work of A&M to assess the Debtors’ immediate and projected letter of credit and liquidity needs, I believe that the DIP Facility will provide sufficient capacity to maintain Prepetition Letters of Credit (as deemed DIP Letters of Credit) and to issue new DIP Letters of Credit to any extent necessary, thus freeing up sufficient liquidity to fund the Debtors’ operations and the administration of these Chapter 11 Cases.

22. As noted, the proposed DIP Facility provides for the immediate deemed issuance of the \$47 million outstanding Prepetition Letters of Credit as DIP Letters of Credit under the DIP Facility. The “roll” of the Prepetition Letters of Credit alone provides sufficient relief to permit successful funding of these Chapter 11 Cases through exit: As shown in the Initial Budget, without pressure to cash collateralize letters of credit, the Debtors have liquidity to meet all budgeted expenses as they come due, and to exit these cases on the anticipated timeline.

23. In addition, the DIP Facility provides capacity for an additional approximately \$50 million in new letters of credit, which capacity will be maintained in the exit facility. As noted, the Debtors currently have approximately \$50 million of cash posted directly with counterparties in lieu of recently cancelled letters of credit. While the Debtors do not request to reinstate these letters of credit under the DIP Facility, the Debtors anticipate reinstating these letters of credit under the exit facility at or following emergence from chapter 11. The “DIP-to-Exit” nature of the facility ensures that the Debtors can satisfy their ongoing letter of credit need of approximately \$100 million, and maintain sufficient liquidity to meet go-forward obligations. In addition, the automatic transition of the DIP Facility to an exit facility will avoid risks associated with refinancing the DIP Facility with a new credit facility, such as demands from uneasy letter of credit counterparties.

24. I believe that the Debtors and their Board of Directors, in consultation with A&M and the Debtors’ other professionals, and after careful consideration, reasonably determined that postpetition financing is appropriate and necessary and that the DIP Facility provides the necessary liquidity to successfully operate their businesses during, and upon emergence from, these Chapter 11 Cases.

## NEGOTIATION AND TERMS OF PROPOSED DIP FACILITY

25. Based upon my understanding of the Debtors' letter of credit and liquidity needs and the current state of debt markets, I do not believe alternative sources of financing are readily available to the Debtors (whether unsecured or secured) on better or comparable terms than the DIP Facility.

26. First, the features of the DIP Facility are tailored to the Debtors' current situation and unlikely to be matched by a third-party facility. The DIP Facility provides for the Prepetition Letters of Credit to be deemed issued under the DIP Facility, for the issued Prepetition Letters of Credit to be renewed during the pendency of the Chapter 11 Cases to the extent necessary, and for the issuance of new DIP Letters of Credit if necessary. In addition, the DIP Lenders have agreed to convert the DIP Facility into a continuing post-emergence facility for the reorganized Debtors, providing the seamless financing necessary to facilitate the Debtors' fast exit from bankruptcy.

27. Second, even if a matching facility were available in the market, a third-party would be highly unlikely to lend on a non-priming basis, because there are insufficient unencumbered assets to secure postpetition financing of the size needed to permit the Debtors to successfully operate their businesses throughout the pendency of these Chapter 11 Cases. The DIP Lenders, who already have a significant economic interest in the Debtors, were themselves unwilling to lend on an unsecured or junior secured basis, and are not willing to have their prepetition interests primed.

28. Third, a third-party would be highly unlikely to finance a nonconsensual, non-priming postpetition financing (as would be required here given the prepetition secured parties' unwillingness to consent to priming), as such an attempt would be expensive to litigate and would be unlikely to succeed. The pricing of such a facility would undoubtedly be extremely expensive,

reflecting this risk. Even if a third party were willing to incur this risk and cost, it is highly unlikely that such financing would also be able to provide a clear path to the exit from chapter 11.<sup>4</sup>

29. In addition to the challenges noted above, the circumstances in which the Debtors would have to raise third-party financing has been severely disrupted by both the COVID-19 pandemic and the dramatic decline in the price of crude oil and drilling activity, which compounds the difficulty, risk, and cost of third party financing, even if such financing was available.

30. Any alternative path for financing would substantially delay and increase the cost of the confirmation of the Debtors' plan of reorganization and emergence from chapter 11, and would have the potential to derail the Debtors' efforts to reorganize and force them into liquidation to the detriment of all economic stakeholders. As a result, I do not believe that third-party postpetition financing would be reasonably available or prudent given the circumstances.

31. Given these facts and my experience in finance and restructuring transactions, the Debtors along with their advisors approached the DIP Lenders for postpetition financing because they were the most likely, if not the only, group willing to consummate such a transaction with the Debtors.

32. The Debtors, with the assistance of their advisors, therefore focused on negotiating with the DIP Lenders and their advisors to obtain the best terms available. Over the course of several weeks, the Debtors, their advisors, and the advisors to the Ad Hoc Noteholder Group, actively negotiated the terms and provisions of the DIP Facility. Those arms'-length negotiations led to improvements in terms for the Debtors, including, among other things, an increase in the

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<sup>4</sup> In addition, as an example of the difficulty and low likelihood of finding the necessary and appropriate financing elsewhere, the Debtors and their advisors worked diligently to obtain terms for postpetition financing from the Debtors' other primary funded debt constituent—their prepetition noteholders—and the best option resulting from such negotiations was a commitment for a delayed-draw term loan (the “**DDTL**”). However, the DDTL is materially more expensive than the proposed exit facility and the DDTL does not provide the necessary letter of credit support that the Debtors require.

total committed amount, concessions on certain fees, and modifications to the initially proposed events of default and milestones. All parties were represented by experienced counsel and financial advisors and as a result of these arms'-length negotiations, the parties agreed upon, and the Debtors presently request authority to enter into, the DIP Facility on the terms set forth in the Motion, the Interim Order and the DIP Agreement.

33. Based on the foregoing, I believe, the DIP Facility is the product of extensive good-faith, arm's-length negotiations and that the economic terms of the proposed DIP Facility are highly competitive and reflect the support of the Debtors' preexisting lenders for the Debtors' restructuring.

34. The Prepetition ABL Lenders' request for immediate deemed reissuance of the Prepetition Letters of Credit as DIP Letters of Credit is reasonable under the circumstances of these prepackaged cases, is necessary to obtain the benefits of the DIP Facility and the exit facility into which it will convert, and is supported by the Ad Hoc Noteholder Group.

### **CONCLUSION**

Based on the foregoing, it is my belief that the proposed DIP Facility provides the Debtors with necessary and sufficient liquidity to continue their operations and implement a value-maximizing restructuring, is in the best interests of the Debtors' estates, and should be approved pursuant to the terms and conditions in the DIP Documents.

*[Remainder of page intentionally left blank]*

Pursuant to 28 U.S.C. § 1764, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: December 7, 2020  
Houston, Texas

/s/ Ryan Omohondro  
Ryan Omohondro  
Managing Director  
Alvarez & Marsal, LLC

*Proposed Restructuring Advisor to the  
Debtors and Debtors-in-Possession*



**Exhibit A**

**Initial Budget**

## Superior Energy Services, Inc., et al.

## Debtors' Initial Budget

In \$000s

	Forecast Wk-1 11-Dec	Forecast Wk-2 18-Dec	Forecast Wk-3 25-Dec	Forecast Wk-4 1-Jan	Forecast Wk-5 8-Jan	Forecast Wk-6 15-Jan	Forecast Wk-7 22-Jan	Forecast Wk-8 29-Jan	Forecast Wk-9 5-Feb	Forecast Wk-10 12-Feb	Forecast Wk-11 19-Feb	Forecast Wk-12 26-Feb	Forecast Wk-13 5-Mar	Wk-13 13 Wk
<b>BEGINNING BOOK CASH</b>	<b>173,913</b>	<b>169,256</b>	<b>169,778</b>	<b>161,153</b>	<b>160,251</b>	<b>155,854</b>	<b>155,809</b>	<b>152,408</b>	<b>154,652</b>	<b>150,255</b>	<b>143,878</b>	<b>139,376</b>	<b>140,957</b>	<b>173,913</b>
Customer Receipts	7,328	6,567	6,510	6,442	8,158	8,435	8,554	8,580	8,466	8,519	8,570	8,619	8,731	103,479
Other Receipts	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Operating Receipts</b>	<b>7,328</b>	<b>6,567</b>	<b>6,510</b>	<b>6,442</b>	<b>8,158</b>	<b>8,435</b>	<b>8,554</b>	<b>8,580</b>	<b>8,466</b>	<b>8,519</b>	<b>8,570</b>	<b>8,619</b>	<b>8,731</b>	<b>103,479</b>
Trade	(7,163)	(4,997)	(5,282)	(4,839)	(4,411)	(3,956)	(4,039)	(3,769)	(4,742)	(4,304)	(4,872)	(4,855)	(5,464)	(62,693)
Capex	(1,103)	-	(400)	-	(583)	(324)	(377)	(562)	(393)	(2,507)	(474)	(1,194)	(872)	(8,791)
Payroll & Benefits	(1,252)	(613)	(7,270)	(613)	(7,561)	(613)	(7,540)	(613)	(7,540)	(613)	(7,540)	(613)	(7,540)	(49,918)
Taxes	(840)	(437)	(2,183)	(1,310)	-	(2,636)	-	(465)	(187)	(350)	(187)	(216)	-	(8,810)
<b>Total Operating Disbursements</b>	<b>(10,358)</b>	<b>(6,046)</b>	<b>(15,135)</b>	<b>(6,761)</b>	<b>(12,555)</b>	<b>(7,529)</b>	<b>(11,956)</b>	<b>(5,409)</b>	<b>(12,863)</b>	<b>(7,774)</b>	<b>(13,073)</b>	<b>(6,878)</b>	<b>(13,876)</b>	<b>(130,212)</b>
<b>OPERATING CASH FLOW</b>	<b>(3,030)</b>	<b>521</b>	<b>(8,625)</b>	<b>(319)</b>	<b>(4,397)</b>	<b>907</b>	<b>(3,402)</b>	<b>3,171</b>	<b>(4,397)</b>	<b>745</b>	<b>(4,503)</b>	<b>1,741</b>	<b>(5,145)</b>	<b>(26,733)</b>
Debtor Professionals	-	-	-	-	-	-	-	-	-	(5,142)	-	-	-	(5,142)
Lender & Other Professionals	-	-	-	-	-	(870)	-	-	-	(1,899)	-	-	-	(2,769)
UST Fees	-	-	-	-	-	-	-	(750)	-	-	-	-	-	(750)
Other Plan Payments	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Restructuring Disbursements</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(870)</b>	<b>-</b>	<b>(750)</b>	<b>-</b>	<b>(7,041)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(8,661)</b>
Interest / Fees	(1,545)	-	-	(582)	-	-	-	(177)	-	-	-	(160)	-	(2,464)
Bank Fees	(81)	-	-	-	-	(81)	-	-	-	(81)	-	-	-	(244)
<b>Total Interest &amp; Bank Fees</b>	<b>(1,626)</b>	<b>-</b>	<b>-</b>	<b>(582)</b>	<b>-</b>	<b>(81)</b>	<b>-</b>	<b>(177)</b>	<b>-</b>	<b>(81)</b>	<b>-</b>	<b>(160)</b>	<b>-</b>	<b>(2,708)</b>
<b>Total Non-Operating Disbursements</b>	<b>(1,626)</b>	<b>-</b>	<b>-</b>	<b>(582)</b>	<b>-</b>	<b>(951)</b>	<b>-</b>	<b>(927)</b>	<b>-</b>	<b>(7,122)</b>	<b>-</b>	<b>(160)</b>	<b>-</b>	<b>(11,368)</b>
<b>NET CASH FLOW</b>	<b>(4,657)</b>	<b>521</b>	<b>(8,625)</b>	<b>(901)</b>	<b>(4,397)</b>	<b>(45)</b>	<b>(3,402)</b>	<b>2,244</b>	<b>(4,397)</b>	<b>(6,377)</b>	<b>(4,503)</b>	<b>1,581</b>	<b>(5,145)</b>	<b>(38,102)</b>
(+ / -) Voids / Reversals / Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Ending Book Cash Prior to DIP / Exit Financing</b>	<b>169,256</b>	<b>169,778</b>	<b>161,153</b>	<b>160,251</b>	<b>155,854</b>	<b>155,809</b>	<b>152,408</b>	<b>154,652</b>	<b>150,255</b>	<b>143,878</b>	<b>139,376</b>	<b>140,957</b>	<b>135,811</b>	<b>135,811</b>
Total DIP / Exit Activity	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>ENDING BOOK CASH</b>	<b>169,256</b>	<b>169,778</b>	<b>161,153</b>	<b>160,251</b>	<b>155,854</b>	<b>155,809</b>	<b>152,408</b>	<b>154,652</b>	<b>150,255</b>	<b>143,878</b>	<b>139,376</b>	<b>140,957</b>	<b>135,811</b>	<b>135,811</b>
Less: Restricted Cash	(80,524)	(80,524)	(80,524)	(80,524)	(80,524)	(80,524)	(80,524)	(80,524)	(80,524)	(80,524)	(80,524)	(80,524)	(80,524)	(80,524)
<b>ENDING UNRESTRICTED BOOK CASH</b>	<b>88,732</b>	<b>89,253</b>	<b>80,628</b>	<b>79,727</b>	<b>75,329</b>	<b>75,285</b>	<b>71,883</b>	<b>74,127</b>	<b>69,730</b>	<b>63,354</b>	<b>58,851</b>	<b>60,432</b>	<b>55,287</b>	<b>55,287</b>

**Exhibit 3**

**DIP Agreement**

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**SENIOR SECURED DEBTOR-IN-POSSESSION CREDIT AGREEMENT**

Dated [●], 2020

Among

SESI, L.L.C.,  
as Borrower,

SUPERIOR ENERGY SERVICES, INC.,  
as Parent,

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent,

AND

THE LENDERS PARTY HERETO

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JPMORGAN CHASE BANK, N.A., and BANK OF AMERICA, N.A.  
as Joint Lead Arrangers and Joint Bookrunners,

BANK OF AMERICA, N.A.  
as Syndication Agent

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Exhibit H	Interim Order

## SENIOR SECURED DEBTOR-IN-POSSESSION CREDIT AGREEMENT

THIS SENIOR SECURED DEBTOR-IN-POSSESSION CREDIT AGREEMENT, dated as of [●], 2020, is among SESI, L.L.C., as the Borrower, which is a debtor and debtor-in-possession in a Chapter 11 Case (as defined below), SUPERIOR ENERGY SERVICES, INC., as the Parent, which is a debtor and debtor-in-possession in a Chapter 11 Case, JPMORGAN CHASE BANK, N.A., as the Administrative Agent, and the Lenders from time to time party hereto.

### RECITALS

A. Reference is made to (a) that certain Fifth Amended and Restated Credit Agreement, dated as of October 20, 2017 (as amended, supplemented, restated or otherwise modified prior to the date hereof, the “Existing Credit Agreement”), among the Borrower, the Parent, the lenders from time to time party thereto (the “Existing Lenders”) and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the “Existing Agent”) and (b) that certain Restructuring Support Agreement, dated as of September 29, 2020, among the Parent, the Borrower, and certain of the direct and indirect wholly-owned, domestic subsidiaries of the Parent and the Consenting Noteholders (as defined therein) (the “RSA”).

B. The Parent and the parties hereto have agreed to a restructuring of the Parent and the other Loan Parties pursuant to the Approved Plan (as defined below).

C. In furtherance of the Approved Plan, on [●], 2020 (the “Petition Date”), the Loan Parties filed voluntary petitions to commence cases (the “Chapter 11 Cases”) under title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) and continued in the possession of their assets and in the management of their businesses pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

D. In connection with the Chapter 11 Cases and the Approved Plan, the Borrower has requested that (x) the Lenders provide a senior secured debtor-in-possession letter of credit revolving credit facility (the “DIP Facility”) which would, upon the satisfaction of certain conditions, convert into a senior secured exit asset-based credit facility (the “Exit Facility”) and, together with the DIP Facility, the “Facilities”), in each case in an aggregate principal amount of \$120,000,000.

E. The Lenders have agreed to provide the Facilities upon the terms and conditions set forth herein, including without limitation, (a) in the case of the DIP Facility, so long as all outstanding letters of credit under the Existing Credit Agreement are deemed issued under this Agreement and (b) in the case of the Exit Facility and the consummation of the Approved Plan, so long as all outstanding Letters of Credit under this Agreement are, pursuant to Section 2.26, deemed issued as Letters of Credit under, and as defined in, the Exit Facility Agreement.

F. To provide guarantees for the reimbursement of any draft drawn under the Letters of Credit and the payment of the other Secured Obligations of the Borrower hereunder and under the other Loan Documents, the Loan Parties are providing to the Administrative Agent and the Lenders, pursuant to this Agreement, the other Loan Documents and the DIP Order, a guarantee from each of the Guarantors of the due and punctual payment and performance of the Secured Obligations of the Borrower hereunder;

G. To provide security for the reimbursement of any draft drawn under the Letters of Credit and the payment of the other Secured Obligations of the Borrower hereunder and under the other Loan Documents, the Loan Parties are providing to the Administrative Agent and the Lenders, pursuant to this Agreement and the DIP Order, (i) the Liens granted hereby and thereby, having the priorities set forth in the DIP Order and (ii) the Superpriority Claims in respect of the Secured Obligations of the Loan Parties.

H. All of the claims and the Liens granted hereunder and pursuant to the DIP Order in the Chapter 11 Cases to the Administrative Agent, the Lenders and the other Secured Parties shall be subject to the Carve-Out, but in each case only to the extent provided in the DIP Order.

I. Pursuant to the terms of the DIP Order the Liens securing the Secured Obligations shall be valid and perfected Liens.

J. In consideration of the mutual covenants and agreements herein contained and of the extensions of credit and commitments hereinafter referred to, the parties hereto agree as follows:

## ARTICLE I DEFINITIONS

1.1 Definitions. As used in this Agreement, the following terms shall have the following meanings:

“7.125% Senior Notes” has the meaning assigned to such term in Section 2.18(b).

“7.750% Senior Notes” means the Parent’s 7.750% Senior Notes due 2024.

“13-Week Forecast” has the meaning assigned to such term in Section 6.1(a)(xii).

“Account” has the meaning assigned to such term in the Uniform Commercial Code.

“Account Debtor” has the meaning assigned to such term in the Uniform Commercial Code.

“Acquisition” means any transaction, or series of related transactions, consummated on or after the Closing Date, by which the Borrower or any of its Subsidiaries (a) acquires any going business concern or all or substantially all of the assets of any Person or division thereof that is a going business concern, whether through purchase of assets, merger or otherwise, or (b) directly or indirectly acquires (in one transaction or as the most recent transaction in a series of transactions) at least a majority (in number of votes) of the Equity Interests (including any option, warrant or any right to acquire any of the foregoing) of any other Person or (c) acquires interests in mineral leases. “Acquisition” shall not include the formation of a Wholly-Owned Subsidiary of the Borrower or any Wholly-Owned Subsidiary of any Wholly-Owned Subsidiary of the Borrower or any merger or consolidation among the Borrower and its Wholly-Owned Subsidiaries.

“Adequate Protection Liens” has the meaning assigned to the term “Adequate Protection Liens” in the DIP Order.

“Adjusted Book Value” means as to any Person, at any time, in accordance with GAAP (except as otherwise specifically set forth below), the amount equal to (a) the aggregate “net book value” of all assets of such Person (excluding the value of patents, trademarks, tradenames, copyrights, licenses, goodwill and other intangible assets) minus (b) the aggregate amount of intercompany indebtedness of such Person. For purposes of this definition, “net book value” means the gross book value of all assets of such Person less all appropriate reserves in accordance with GAAP (including all reserves for doubtful receivables, obsolescence, depreciation and amortization).

“Administrative Agent” means JPMorgan Chase Bank, N.A., in its capacity as contractual representative of the Lenders pursuant to Article X, and not in its individual capacity as a Lender, and any successor Administrative Agent appointed pursuant to Article X.

“Administrative Questionnaire” means an Administrative Questionnaire in a form supplied by the Administrative Agent.

“Affected Financial Institution” means (a) any EEA Financial Institution or (b) any UK Financial Institution.

“Affected Lender” has the meaning assigned to such term in Section 3.6.

“Affiliate” of any Person means any other Person directly or indirectly Controlling, Controlled by or under common Control with such Person. A Person shall be deemed to Control another Person if the Controlling Person owns 20% or more of any class of voting securities (or other ownership interests) of the Controlled Person or possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of the Controlled Person, whether through ownership of stock, by contract or otherwise.

“Agent Indemnitee” has the meaning assigned to such term in Section 10.7.

“Aggregate Commitment” means, at any time, the aggregate of the Commitments of all of the Lenders, as increased or reduced from time to time pursuant to the terms and conditions hereof. As of the Closing Date, the Aggregate Commitment is \$120,000,000.

“Aggregate Exposure” means, at any time, the aggregate Credit Exposure of all of the Lenders at such time.

“Agreed Currency” has the meaning assigned to such term in Section 2.20.

“Agreement” means this Senior Secured Debtor-in-Possession Credit Agreement, as the same may be amended or supplemented from time to time.

“Alternate Base Rate” means, for any day, the rate *per annum* equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus 0.50% and (c) the Eurodollar Base Rate applicable for an Eurodollar Interest Period of one month on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1.00%; provided, however, that notwithstanding the rate calculated in accordance with the foregoing, at no time shall the Alternate Base Rate be less than 0.00% *per annum*; provided further that, the Eurodollar Base Rate for any day shall be based on the Eurodollar Base Rate at approximately 11:00 a.m. London time on such day, subject to the interest rate floors set forth therein. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the Eurodollar Base Rate shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or the Eurodollar Base Rate, respectively. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 3.2 hereof, then the Alternate Base Rate shall be the greater of clause (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Alternate Base Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement

“Alternate Currency” means, (a) with respect to any Letter of Credit issued by JPMorgan Chase Bank, N.A., Australian Dollars, Bahts, Dirhams, Euros, Indian Rupees, Kuwaiti Dinars, New Zealand Dollars, Norwegian Kroners, Pounds, Reals, Ringgits, Rupiah, Saudi Riyals and Singapore Dollars, (b) with respect to any Letter of Credit issued by Bank of America, N.A., Australian Dollars, Bahts, Dirhams, Euros, Indian Rupees, Kuwaiti Dinars, New Zealand Dollars, Norwegian Kroners, Pounds, Ringgits, Rupiah, Saudi Riyals and Singapore Dollars, and (c) with respect to any Letter of Credit issuing by any Issuing Lender, any other currency (other than U.S. Dollars) that has been designated by the Administrative

Agent as an Alternate Currency at the request of the Borrower and with the consent of the applicable Issuing Lender.

“Alternate Currency Overnight Rate” means, with respect to a currency other than U.S. Dollars, the rate per annum determined by the Administrative Agent to represent its cost of overnight or short term funds in such currency (which determination shall be conclusive absent manifest error) plus the Applicable Margin then in effect with respect to Eurodollar Loans.

“Ancillary Document” has the meaning assigned to such term in Section 14.1.

“Anti-Corruption Laws” means all laws, rules, and regulations of any jurisdiction applicable to the Borrower or any of its Subsidiaries from time to time concerning or relating to bribery or corruption.

“Applicable Letter of Credit Fee Rate” means, at any time, with respect to Letters of Credit, the percentage rate *per annum* which is applicable at such time as set forth in the Pricing Schedule; *provided* that the “Applicable Letter of Credit Fee Rate” shall be the rate per annum set forth in Category 3 during the period from the Closing Date to, and including, the date on which the Administrative Agent receives the financial statements and Compliance Certificate required to be delivered pursuant to Sections 6.1(a)(ii) and (iii) with respect to the fiscal quarter of the Parent ending September 30, 2020.

“Application” means an application, in such form as the Issuing Lender may specify from time to time, requesting the Issuing Lender to open a Letter of Credit.

“Approved Fund” has the meaning assigned to such term in Section 12.2(a).

“Approved Plan” means (a) a plan of reorganization consistent with the restructuring term sheet attached to the RSA; *provided* that the Splitco Election (as defined in the RSA) has not been made or (b) any Cash Pay Plan, in each case, as such plan may be modified, amended, restated or supplemented from time to time; *provided* that the consent of the Administrative Agent and the Required Lenders shall be required in respect of any such modification, amendment, restatement or supplement solely to the extent that such modification, amendment, restatement or supplement: (i) adversely impacts the Administrative Agent’s or Lenders’ interests, economic recovery, rights or treatment in comparison to the Approved Plan (without giving effect to any such modification, amendment, restatement or supplement), (ii) alters the debt capital structure of the Loan Parties as set forth in the Approved Plan, (iii) allows for the incurrence of debt upon or in conjunction with the effective date of the Approved Plan not otherwise contemplated under the Approved Plan (without giving effect to any such modification, supplement or amendment) or (iv) changes the priority or treatment of any Debt from that set forth in the Approved Plan (without giving effect to any such modification, amendment, restatement or supplement).

“Arrangers” means JPMorgan Chase Bank, N.A. and Bank of America, N.A., in their respective capacities as joint lead arrangers and joint bookrunners under this Agreement.

“Article” means an article of this Agreement unless another document is specifically referenced.

“Asset Sale” means (a) any disposition of Property or series of related dispositions of Property of any Borrowing Base Party (excluding (i) any such disposition permitted by Section 6.13(a) and (ii) dispositions of Equity Interests of any Subsidiary) that yields Net Available Cash or (b) any disposition of Equity Interests of any Subsidiary Guarantor.

“Assignee” has the meaning assigned to such term in Section 12.2(a)(i).

“Assignment and Assumption” means any assignment agreement in the form of Exhibit B or in a form otherwise reasonably acceptable to the Administrative Agent.

“Australian Dollars” means the lawful currency of the Commonwealth of Australia.

“Authorized Officer” means any of the Chief Executive Officer, President, Chief Financial Officer, Treasurer or any Vice President of the Parent or Borrower, as applicable, acting singly.

“Availability” means, at any time, an amount equal to (a) the lesser of (i) the Aggregate Commitment and (ii) the Borrowing Base minus (b) the Aggregate Exposure.

“Available Tenor” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark or payment period for interest calculated with reference to such Benchmark, as applicable, that is or may be used for determining the length of an Interest Period pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Eurodollar Interest Period” pursuant to clause (f) of Section 3.2.

“Bahts” means the lawful currency of the Kingdom of Thailand.

“Bail-in Action” means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

“Bail-In Legislation” means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

“Banking Services” means each and any of the following bank services provided to the Parent, the Borrower or any of its Subsidiaries by any Lender or any of its Affiliates: (a) credit cards for commercial customers (including, without limitation, “commercial credit cards” and purchasing cards), (b) stored value cards, (c) merchant processing services, and (d) treasury management services (including, without limitation, controlled disbursement, automated clearinghouse transactions, return items, overdrafts, cash pooling services, and interstate depository network services).

“Banking Services Reserves” means all Reserves which the Administrative Agent from time to time establishes in its Permitted Discretion for Banking Services then provided or outstanding, but in any event no greater than the amount of Specified Cash Management Obligations as reported to the Administrative Agent by each Lender or Affiliate thereof; provided that (i) any reserve with respect to Specified Cash Management Obligations relating to corporate credit card programs and purchase card programs shall not exceed an amount equal to the maximum amount charged to such card programs in any of the three months prior to such date of determination and (ii) any reserve with respect to any other Specified Cash Management Obligation shall not exceed the usual and customary charges for such Banking Services charged by the applicable Lender or Affiliate thereof.

“Bankruptcy Code” has the meaning assigned to such term in the recitals hereto.



“Bankruptcy Court” has the meaning assigned to such term in the recitals hereto.

“Bankruptcy Event” means with respect to any Person, such Person becomes the subject of a bankruptcy or insolvency proceeding, has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or becomes the subject of a Bail-in Action, provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a governmental or quasi-governmental authority or instrumentality thereof, provided, further, that such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such governmental or quasi-governmental authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

“Benchmark” means, initially, Eurodollar Base Rate; provided that if a Benchmark Transition Event, a Term SOFR Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date have occurred with respect to Eurodollar Base Rate or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (b) or clause (c) of Section 3.2.

“Benchmark Replacement” means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

(a) the sum of: (i) Term SOFR and (ii) the related Benchmark Replacement Adjustment;

(b) the sum of: (i) Daily Simple SOFR and (ii) the related Benchmark Replacement Adjustment;

(c) the sum of: (i) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for dollar-denominated syndicated credit facilities at such time and (ii) the related Benchmark Replacement Adjustment; provided that, in the case of clause (a), such Unadjusted Benchmark Replacement is displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion; provided further that, notwithstanding anything to the contrary in this Agreement or in any other Loan Document, upon the occurrence of a Term SOFR Transition Event, and the delivery of a Term SOFR Notice, on the applicable Benchmark Replacement Date the “Benchmark Replacement” shall revert to and shall be deemed to be the sum of (x) Term SOFR and (y) the related Benchmark Replacement Adjustment, as set forth in clause (a) of this definition (subject to the first proviso above).

If the Benchmark Replacement as determined pursuant to clause (a), (b) or (c) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

“Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement:

(a) for purposes of clauses (a) and (b) of the definition of “Benchmark Replacement,” the first alternative set forth in the order below that can be determined by the Administrative Agent:

(i) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) as of the Reference Time such Benchmark Replacement is first set for such Interest Period that has been selected or recommended by the Relevant Governmental Body for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for the applicable Corresponding Tenor;

(ii) the spread adjustment (which may be a positive or negative value or zero) as of the Reference Time such Benchmark Replacement is first set for such Interest Period that would apply to the fallback rate for a derivative transaction referencing the ISDA Definitions to be effective upon an index cessation event with respect to such Benchmark for the applicable Corresponding Tenor; and

(b) for purposes of clause (c) of the definition of “Benchmark Replacement,” the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for dollar-denominated syndicated credit facilities;

provided that, in the case of clause (a) above, such adjustment is displayed on a screen or other information service that publishes such Benchmark Replacement Adjustment from time to time as selected by the Administrative Agent in its reasonable discretion.

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Alternate Base Rate,” the definition of “Business Day,” the definition of “Interest Period,” timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

“Benchmark Replacement Date” means the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of “Benchmark Transition Event,” the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof);

(b) in the case of clause (c) of the definition of “Benchmark Transition Event,” the date of the public statement or publication of information referenced therein; or

(c) in the case of a Term SOFR Transition Event, the date that is thirty (30) days after the date a Term SOFR Notice is provided to the Lenders and the Borrower pursuant to Section 3.2(c); or

(d) in the case of an Early Opt-in Election, the sixth (6th) Business Day after the date notice of such Early Opt-in Election is provided to the Lenders, so long as the Administrative Agent has not received, by 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Early Opt-in Election is provided to the Lenders, written notice of objection to such Early Opt-in Election from Lenders comprising the Required Lenders.

For the avoidance of doubt, (x) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (y) the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Transition Event” means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the NYFRB, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer representative.

For the avoidance of doubt, a “Benchmark Transition Event” will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Unavailability Period” means the period (if any) (a) beginning at the time that a Benchmark Replacement Date pursuant to clauses (a) or (b) of that definition has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.2 and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.2.

“Beneficial Ownership Certification” means a certification regarding beneficial ownership required by the Beneficial ownership Regulation.

“Beneficial Ownership Regulation” means 31 C.F.R. §1010.230.

“Benefit Plan” means any of (a) an “employee benefit plan” (as defined in Section 3(3) of ERISA) that is subject to Title I of ERISA, (b) a “plan” as defined in Section 4975 of the Code to which Section 4975 of the Code applies, and (c) any Person whose assets include (for purposes of the Plan Asset Regulations or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such “employee benefit plan” or “plan”.

“Benefitted Lender” has the meaning assigned to such term in Section 11.1(a).

“BHC Act Affiliate” of a party shall mean an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

“Borrower” means SESI, L.L.C., a Delaware limited liability company, and its permitted successors and assigns.

“Borrowing Base” means the sum of the following determined as of the most recent date for which the Borrower has delivered a Borrowing Base Certificate:

(a) (i) 90% of the Borrowing Base Parties’ Investment Grade Accounts at such time, plus (ii) the lesser of (A) 90% of the Borrowing Base Parties’ Foreign Investment Grade Accounts and (B) \$5,000,000, plus

(b) 85% of the Borrowing Base Parties’ Eligible Accounts that are not Investment Grade Accounts at such time, plus

(c) the lesser of (i) 75% of the Borrowing Base Parties’ Eligible Unbilled Accounts, and (ii) \$25,000,000, plus

(d) the lesser of (i) 85% of the Net Orderly Liquidation Value identified in the most recent inventory appraisal received by the Administrative Agent *multiplied by* the Borrowing Base Parties’ Eligible Inventory, valued at the lower of cost or market value and (ii) \$25,000,000, plus

(e) during the Premium Rental Pipe Test Period, the lesser of (i) 50% of the Net Orderly Liquidation Value identified in the most recent appraisal received by the Administrative Agent *multiplied by* the Borrowing Base Parties’ Eligible Premium Rental Drill Pipe, (ii) 65% of the net book value of the Borrowing Base Parties’ Eligible Premium Rental Drill Pipe and (iii) the Maximum Premium Rental Drill Pipe Amount applicable on the last day of the calendar month or, if a Weekly Reporting Period is then in effect, calendar week, preceding the delivery of the applicable Borrowing Base Certificate, plus

(f) the lesser of (i) 100% of Eligible Cash and (ii) \$65,000,000, minus

(g) Reserves.

“Borrowing Base Certificate” means a certificate, signed by an Authorized Officer, in substantially the form of Exhibit F or another form which is reasonably acceptable to the Administrative Agent.

“Borrowing Base Parties” means, collectively, the Borrower and the Subsidiary Guarantors.

“Budget” means the 13-Week Forecast delivered on the Thursday of the third full calendar week after the Closing Date, and on the Thursday of each four week anniversary thereafter, that reflects, for the periods covered thereby, on a line-item basis the Loan Parties’ projected cash receipts and cash disbursements, including, without limitation, disbursements on account of the reasonable and documented fees and expenses of advisors (including, without limitation, advisors of the Administrative Agent and the Lenders) and which budget shall be in form and substance reasonably acceptable to the Required Lenders and which budget shall be updated every four weeks in form and substance reasonably acceptable to the Required Lenders as required by Section 6.1(a)(xii). To the extent that any updated Budget is not reasonably acceptable to the Required Lenders, the then-existent approved budget will remain the “Budget” until replaced by an updated budget that is acceptable to the Required Lenders.

“Budget Certificate” has the meaning assigned to such term in Section 6.1(a)(xii).

“Business Day” means (a) with respect to any borrowing, payment or rate selection of Eurodollar Advances, a day (other than a Saturday or Sunday) on which banks generally are open in New York City, Chicago and Houston for the conduct of substantially all of their commercial lending activities, interbank wire transfers can be made on the Fedwire system and dealings in U.S. Dollars are carried on in the London interbank market and (b) for all other purposes, a day (other than a Saturday or Sunday) on which banks generally are open in New York City, Chicago and Houston for the conduct of substantially all of their commercial lending activities and interbank wire transfers can be made on the Fedwire system.

“Calculation Date” means, with respect to any Letter of Credit denominated in an Alternate Currency, each of the following: (a) each date of an amendment of any such Letter of Credit having the effect of increasing the amount thereof (solely with respect to the increased amount) and (b) each date of any payment by the Issuing Lender of any Letter of Credit denominated in an Alternate Currency. The Administrative Agent will notify the Borrower of the applicable amounts recalculated on each Calculation Date.

“Capital Expenditures” means, without duplication, any expenditure in respect of the purchase or other acquisition of any asset which would be classified as a fixed or capital asset on a consolidated balance sheet of the Parent and its consolidated subsidiaries prepared in accordance with GAAP (excluding expenses which are properly charged to income); GAAP; provided however, that Capital Expenditures shall not include any such expenditures which constitute (a) a Permitted Investment, (b) any such expenditure made to restore, replace, rebuild or purchase property, plant or equipment to the extent financed with insurance proceeds or condemnation awards and similar payments, and (c) the purchase price of property acquired in ordinary course trade-ins or concurrent sales of used or surplus property or otherwise in connection with a disposition permitted by Section 6.13(a)(v).

“Capitalized Lease” of a Person means any lease of Property by such Person as lessee which would be capitalized on a balance sheet of such Person prepared in accordance with GAAP.

“Capitalized Lease Obligations” of a Person means the amount of the obligations of such Person under Capitalized Leases which would be shown as a liability on a balance sheet of such Person prepared in accordance with GAAP; provided, that obligations created prior to any recharacterization described



below (or any refinancings thereof) that are recharacterized as Capitalized Lease Obligations due to a change in GAAP after January 1, 2011 shall not be treated as Capitalized Lease Obligations for any purpose under this Agreement but shall instead be treated as they would have been in accordance with GAAP as in effect on January 1, 2011.

“Carve-Out” has the meaning assigned to such term in the applicable DIP Order.

“Cash Dominion Trigger Period” has the meaning assigned to such term in Section 2.18(e).

“Cash Equivalents” means (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within one year from the date of acquisition; (b) certificates of deposit, time deposits, euro time deposits or overnight bank deposits having maturities of six months or less from the date of acquisition issued by any Lender or by any commercial bank or trust company organized under the laws of the United States or any state thereof having combined capital and surplus of not less than \$250,000,000; (c) commercial paper of an issuer rated at least A-1 by S&P or P-1 by Moody’s, or carrying an equivalent rating by a nationally recognized rating agency, if both of the two named rating agencies cease publishing ratings of commercial paper issuers generally, and maturing within six months from the date of acquisition; (d) repurchase obligations of any Lender or of any commercial bank satisfying the requirements of clause (b) of this definition, having a term of not more than 30 days, with respect to securities issued or fully guaranteed or insured by the United States government; (e) securities with maturities of one year or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States, by any political subdivision or taxing authority of any such state, commonwealth or territory or by any foreign government, the securities of which state, commonwealth, territory, political subdivision, taxing authority or foreign government (as the case may be) are rated at least A by S&P or A by Moody’s; (f) securities with maturities of six months or less from the date of acquisition backed by standby letters of credit issued by any Lender or any commercial bank satisfying the requirements of clause (b) of this definition; (g) money market mutual or similar funds that invest exclusively in assets satisfying the requirements of clauses (a) through (f) of this definition; or (h) money market funds that (i) comply with the criteria set forth in SEC Rule 2a-7 under the Investment Company Act of 1940, as amended, (ii) are rated AAA by S&P and Aaa by Moody’s and (iii) have portfolio assets of at least \$5,000,000,000.

“Cash Pay Plan” has the meaning assigned to such term in Section 7.1(o)(ii).

“Change in Control” means (a) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group (within the meaning of the Securities Exchange Act of 1934 and the rules of the Securities and Exchange Commission thereunder as in effect on the Closing Date), of Equity Interests representing more than 35% of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of the Parent; (b) occupation of a majority of the seats (other than vacant seats) on the board of directors of the Parent by Persons who were not (i) directors of the Parent on the Closing Date or (ii) nominated or appointed by the board of directors of the Parent; or (c) the acquisition of direct or indirect Control of the Parent by any Person or group.

“Change in Law” means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any governmental authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any governmental authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines

or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted or issued.

“Chapter 11 Cases” has the meaning assigned to such term in the recitals hereto.

“Closing Date” means the date of this Agreement.

“Code” means the Internal Revenue Code of 1986, as amended, reformed or otherwise modified from time to time.

“Collateral Access Agreement” has the meaning assigned to such term in the Guaranty and Collateral Agreement dated as of the Closing Date executed by the Borrowing Base Parties in favor of the Administrative Agent.

“Collateral Documents” means, collectively, all guaranties and all security agreements, financing statements, assignments creating and perfecting security interests, liens, or encumbrances in the assets of the Borrower and its Subsidiaries in favor of the Administrative Agent to secure the Secured Obligations, including the DIP Order.

“Commitment” means, for each Lender, the obligation of such Lender to acquire L/C Participations not exceeding the amount set forth on Schedule 1 under the caption “Commitment” (as amended or replaced from time to time) or as set forth in any Assignment and Assumption relating to any assignment that has become effective pursuant to Section 12.3, as such amount may be modified from time to time pursuant to the terms hereof.

“Commitment Fee Rate” means at any time, the percentage rate *per annum* at which commitment fees are accruing on the unused portion of the Aggregate Commitment at such time as set forth in the Pricing Schedule.

“Commitment Period” means the period from and including the Closing Date to the Termination Date.

“Commodity Exchange Act” means the Commodity Exchange Act (7 U.S.C. § 1 *et seq.*), as amended from time to time, and any successor statute, or any rule, regulation or order of the U.S. Commodity Futures Trading Commission (or the application or official interpretation of any thereof).

“Compliance Certificate” means the certificate of the Chief Financial Officer or other senior financial officer of the Parent in substantially the form of Exhibit A.

“Concentration Account” has the meaning assigned to such term in Section 2.18(e).

“Conduit Lender” means any special purpose corporation organized and administered by any Lender for the purpose of acquiring L/C Participations otherwise required to be made by such Lender and designated by such Lender in a written instrument; provided, that the designation by any Lender of a Conduit Lender shall not relieve the designating Lender of any of its obligations to fund a L/C Participation under this Agreement if, for any reason, its Conduit Lender fails to fund any such L/C Participations, and the designating Lender (and not the Conduit Lender) shall have the sole right and responsibility to deliver all consents and waivers required or requested under this Agreement with respect to its Conduit Lender, and provided, further, that no Conduit Lender shall (a) be entitled to receive any greater amount pursuant



to Section 3.1 or 9.6 than the designating Lender would have been entitled to receive in respect of the extensions of credit made by such Conduit Lender or (b) be deemed to have any Commitment.

“Confirmation Order” means an order confirming the Approved Plan, the provisions of which that affect the economic treatment and rights of the Lenders are in form and substance reasonably satisfactory to the Administrative Agent and, solely to the extent such order adversely modifies the treatment described in the Approved Plan of the Prepetition Credit Agreement Claims or the DIP Super-Priority Claims (each as defined in the Approved Plan), the Required Lenders.

“Connection Income Taxes” means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes. “Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise; “Controlling” and “Controlled” have meanings correlative thereto.

“Control Agreement” means an account control agreement (or similar agreement), in form and substance reasonably satisfactory to the Administrative Agent, executed by the applicable Loan Party, the Administrative Agent and the relevant depository institution, securities intermediary or commodity intermediary, as applicable, party thereto. Such agreement shall provide a first priority perfected Lien in favor of the Administrative Agent, for the benefit of the Secured Parties, in the applicable Loan Party’s Deposit Account, Securities Account or Commodity Account, as applicable.

“Controlled Account” means a Deposit Account, Securities Account or Commodity Account that is maintained either with the Administrative Agent or another Lender and subject to a Control Agreement.

“Corresponding Tenor” with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

“Covered Entity” shall mean any of the following:

- (a) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);
- (b) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or
- (c) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“Covered Party” shall have the meaning provided in Section 9.14.

“Credit Exposure” means, with respect to any Lender at any time, its L/C Exposure at such time.

“Daily Simple SOFR” means, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by the Administrative Agent in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining “Daily Simple SOFR” for business loans; provided, that if the Administrative Agent decides that any such convention is not administratively feasible for the Administrative Agent, then the Administrative Agent may establish another convention in its reasonable discretion.

“Debtor Relief Laws” means the Bankruptcy Code of the United States of America, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.

“Default” means an event which but for the lapse of time or the giving of notice, or both, would constitute an Event of Default.

“Default Right” shall have the meaning provided in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“Defaulting Lender” means, subject to Section 2.19(f), any Lender that (a) has failed to pay to the Administrative Agent, any Issuing Lender or any other Lender any other amount required to be paid by it hereunder (including in respect of its L/C Participations) within two Business Days of the date when due, (b) has notified the Borrower, the Administrative Agent or any Issuing Lender in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect, (c) has failed, within three Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity, or (iii) become the subject of a Bail-in Action; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a governmental authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such governmental authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.19(f)) upon delivery of written notice of such determination to the Borrower, each Issuing Lender and each Lender.

“Deposit Account” has the meaning assigned to such term in the Uniform Commercial Code.

“DIP Collateral” has the meaning assigned to such term in the DIP Order.

“DIP Facility” has the meaning assigned to such term in the recitals hereto.

“DIP Order” means the Interim Order and/or the Final Order, as applicable.

“Dirhams” means the lawful currency of the United Arab Emirates.

“Disqualified Capital Stock” means any Equity Interest that, by its terms (or by the terms of any security or other Equity Interest into which it is convertible or for which it is exchangeable, in each case at the option of the holder thereof) or upon the happening of any event, matures or is mandatorily redeemable for any consideration other than other Equity Interests (which would not constitute Disqualified Capital Stock), pursuant to a sinking fund obligation or otherwise, or is convertible or exchangeable for Funded

Indebtedness or redeemable for any consideration other than other Equity Interests (which would not constitute Disqualified Capital Stock) at the option of the holder thereof, in whole or in part, on or prior to the date that is one year after the Termination Date; provided that, if such Equity Interests are issued pursuant to, or in accordance with, a plan for the benefit of employees of the Parent or any of its subsidiaries or by any such plan to such employees, such Equity Interests shall not constitute Disqualified Equity Interests solely because it may be required to be repurchased by the Parent in order to satisfy applicable statutory or regulatory obligations or as a result of such employee's termination, resignation, death or disability and if any class of Equity Interest of such Person by its terms authorizes such Person to satisfy its obligations thereunder by delivery of an Equity Interest that is not Disqualified Equity Interests, such Equity Interests shall not be deemed to be Disqualified Equity Interests. Notwithstanding the preceding sentence, any Equity Interest that would constitute Disqualified Equity Interests solely because the holders thereof have the right to require the Parent or its Subsidiaries to repurchase such Equity Interest upon the occurrence of a change of control or an asset sale shall not constitute Disqualified Equity Interests.

"Domestic Subsidiaries" means Subsidiaries of the Borrower incorporated or organized under the laws of any jurisdiction within the United States of America.

"Early Opt-in Election" means, if the then-current Benchmark is Eurodollar Base Rate, the occurrence of:

(a) a notification by the Administrative Agent to (or the request by the Borrower to the Administrative Agent to notify) each of the other parties hereto that at least five currently outstanding dollar-denominated syndicated credit facilities at such time contain (as a result of amendment or as originally executed) a SOFR-based rate (including SOFR, a term SOFR or any other rate based upon SOFR) as a benchmark rate (and such syndicated credit facilities are identified in such notice and are publicly available for review), and

(b) the joint election by the Administrative Agent and the Borrower to trigger a fallback from Eurodollar Base Rate and the provision by the Administrative Agent of written notice of such election to the Lenders.

"EBITDA" means Net Income plus, to the extent deducted in determining Net Income, (a) Interest Expense, (b) Income Taxes, (c) depreciation and depletion expense, (d) amortization expense, (e) non-cash charges, including cancellation of debt income, (f) extraordinary non-cash losses, (g) any costs, expenses and charges relating to severance, cost savings, operating expense reductions, facilities closing, consolidations, and integration costs, and other restructuring charges or reserves, provided that the aggregate amount included pursuant to this clause (g) shall not exceed \$20,000,000 for the four fiscal quarters most recently ended as of such date of determination and (h) any non-cash losses or charges resulting from any Rate Management Transaction resulting from the requirements of ASC Section 815-10 (as successor to FASB Statement 133), *minus*, to the extent included in determining Net Income, extraordinary gains and other non-cash items (including cancellation of debt income) which would increase Net Income, all calculated on a consolidated basis in accordance with GAAP.

"ECP" means an "eligible contract participant" as defined in Section 1(a)(18) of the Commodity Exchange Act or any regulations promulgated thereunder and the applicable rules issued by the Commodity Futures Trading Commission and/or the SEC.

"EEA Financial Institution" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of

an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

“EEA Member Country” means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“EEA Resolution Authority” means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

“Electronic Signature” means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

“Eligible Accounts” means, at any time, the Accounts of the Borrowing Base Parties; provided that Eligible Accounts shall not include any Account:

- (a) which is not subject to a first priority perfected Lien in favor of the Administrative Agent;
- (b) which is subject to any Lien other than (i) a Lien in favor of the Administrative Agent and (ii) a Permitted Lien which does not have priority over the Lien in favor of the Administrative Agent;
- (c) (i) which is unpaid more than 90 days after the date of the original invoice therefor or more than 60 days after the original due date therefor, or (ii) which has been written off the books of the applicable Borrowing Base Party or otherwise designated as uncollectible;
- (d) which is owing by an Account Debtor for which more than 50% of the Accounts owing from such Account Debtor and its Affiliates are ineligible hereunder;
- (e) (i) which is owing by an Account Debtor whose securities are rated (or whose parent is rated) BBB- or better by S&P or Baa3 or better by Moody’s to the extent the aggregate amount of Accounts owing from such Account Debtor and its Affiliates to the Borrowing Base Parties exceeds 25% of the aggregate Eligible Accounts or (ii) which are owing by any other Account Debtor to the extent the aggregate amount of Accounts owing from such Account Debtor and its Affiliates to the Borrowing Base Parties exceeds 15% of the aggregate Eligible Accounts, but, in each case, only to the extent of such excess;
- (f) with respect to which any covenant, representation or warranty contained in the Loan Documents has been breached or is not true in any material respect;
- (g) which (i) does not arise from the sale of goods or performance of services in the ordinary course of business, (ii) is not evidenced by an invoice which has been sent to the Account Debtor, (iii) represents a progress billing, (iv) is contingent upon any Borrowing Base Party’s completion of any further performance, (v) represents a sale on a bill-and-hold, guaranteed sale, sale-and-return, sale on approval, consignment, cash-on-delivery or any other repurchase or return basis or (vi) relates to payments of interest, fees or late charges;

(h) for which the goods giving rise to such Account have not been shipped to the Account Debtor or for which the services giving rise to such Account have not been performed by the Borrowing Base Parties or if such Account was invoiced more than once;

(i) with respect to which any check or other instrument of payment has been returned uncollected for any reason;

(j) which is owed by an Account Debtor which has (i) applied for, suffered, or consented to the appointment of any receiver, custodian, trustee, or liquidator of its assets, (ii) had possession of all or a material part of its property taken by any receiver, custodian, trustee or liquidator, (iii) filed, or had filed against it, any request or petition for liquidation, reorganization, arrangement, adjustment of debts, adjudication as bankrupt, winding-up, or voluntary or involuntary case under any Debtor Relief Laws, (iv) admitted in writing its inability, or is generally unable to, pay its debts as they become due, (v) become insolvent, or (vi) ceased operation of its business;

(k) which is owed by an Account Debtor which (i) does not maintain its chief executive office in the U.S. or Canada or (ii) is not organized under applicable law of the U.S., any state of the U.S., or the District of Columbia, Canada, or any province of Canada unless, in any such case, such Account is backed by a Letter of Credit reasonably acceptable to the Administrative Agent;

(l) which is owed in any currency other than U.S. Dollars;

(m) which is owed by (i) any government (or any department, agency, public corporation, or instrumentality thereof) of any country other than the U.S. unless such Account is backed by a Letter of Credit reasonably acceptable to the Administrative Agent, or (ii) any government of the U.S., or any department, agency, public corporation, or instrumentality thereof, unless the Federal Assignment of Claims Act of 1940, as amended (31 U.S.C. § 3727 et seq. and 41 U.S.C. § 15 et seq.), and any other steps necessary to perfect the Lien of the Administrative Agent in such Account have been complied with to the Administrative Agent's reasonable satisfaction;

(n) which is owed by any Affiliate of any Loan Party or any employee, officer, director, agent or stockholder of any Loan Party or any of its Affiliates;

(o) which is owed by an Account Debtor or any Affiliate of such Account Debtor to which any Loan Party is indebted, but only to the extent of such indebtedness, or is subject to any security, deposit, progress payment, retainage or other similar advance made by or for the benefit of an Account Debtor, in each case to the extent thereof;

(p) which is subject to any counterclaim, deduction, defense, setoff or dispute (other than discounts and adjustments given in the ordinary course of business), but only to the extent thereof;

(q) which is owed by an Account Debtor (i) located in any jurisdiction which requires filing of a "Notice of Business Activities Report" or other similar report in order to permit the applicable Borrowing Base Party to seek judicial enforcement in such jurisdiction of payment of such Account, unless such Borrowing Base Party has filed such report or qualified to do business in such jurisdiction or (ii) which is a Sanctioned Person;

(r) which does not comply in all material respects with the requirements of all applicable laws and regulations, whether Federal, state or local;

(s) which was created on cash on delivery terms;

(t) for which the goods giving rise to such Account have been sold under a purchase order or pursuant to the terms of a contract or other agreement or understanding (written or oral) that indicates or purports that any person other than the applicable Borrowing Base Party has or has had an ownership interest in such goods, or which indicates any party other than the applicable Borrowing Base Party as payee or remittance party; or

(u) which the Administrative Agent determines in its Permitted Discretion are not eligible as the basis for the issuance of Letters of Credit; provided that the Administrative Agent shall have given the Borrower at least five (5) Business Days prior notice thereof prior to such Account (or a category of eligibility applicable to such Account) becoming ineligible.

In the event that an Account which was previously an Eligible Account ceases to be an Eligible Account hereunder, the Borrower shall notify the Administrative Agent thereof on and at the time of submission to the Administrative Agent of the next Borrowing Base Certificate. In determining the amount of an Eligible Account, the face amount of an Account may, in the Administrative Agent's Permitted Discretion, be reduced by, without duplication, to the extent not reflected in such face amount, the aggregate amount of all cash received in respect of such Account but not yet applied by the applicable Borrowing Base Party to reduce the amount of such Account.

"Eligible Cash" means unrestricted cash of the Borrowing Base Parties that is (a) held in a segregated and fully-blocked Controlled Account with the Administrative Agent (i) from which funds cannot be withdrawn unless the requirements in Section 2.2.11 are satisfied and (ii) which exclusively contains such Eligible Cash and (b) not subject to Liens other than Liens in favor of the Administrative Agent for the benefit of the Secured Parties and Permitted Liens attaching by operation of law in favor of the applicable depository bank. For the avoidance of doubt, Eligible Cash does not include any amounts posted to cash collateralize Letters of Credit pursuant to Section 2.2.9.

"Eligible Inventory" means, at any time, the Inventory of the Borrowing Base Parties; provided that Eligible Inventory shall not include any Inventory:

(a) which is not subject to a first priority perfected Lien in favor of the Administrative Agent;

(b) which is subject to any Lien other than (i) a Lien in favor of the Administrative Agent and (ii) a Permitted Lien which does not have priority over the Lien in favor of the Administrative Agent;

(c) which is, in the Administrative Agent's Permitted Discretion, slow moving, obsolete, unmerchantable, defective, used, unfit for sale, not salable at prices approximating at least the cost of such Inventory in the ordinary course of business or unacceptable due to age, type, category and/or quantity;

(d) with respect to which any covenant, representation or warranty contained in the Loan Documents has been breached or is not true in any material respect;



(e) in which any Person other than the Borrowing Base Parties shall (i) have any direct or indirect ownership, interest or title or (ii) be indicated on any purchase order or invoice with respect to such Inventory as having or purporting to have an interest therein;

(f) which constitutes work-in-progress, raw materials, spare or replacement parts, packaging and shipping material, manufacturing supplies, samples, prototypes, displays or display items, bill-and-hold or ship-in-place goods, goods that are returned or marked for return, repossessed goods, defective or damaged goods, goods held on consignment, or goods which are not of a type held for sale in the ordinary course of business; provided that this clause (f) shall not exclude Inventory constituting work-in-progress, raw materials or spare or replacement parts that are intended to be utilized to directly provide finished goods or services to customers by the Borrowing Base Parties in the ordinary course of business;

(g) which is not located in the U.S. or is in transit;

(h) which is located in any location leased by the Parent, the Borrower or its Subsidiaries unless (i) the lessor has delivered to the Administrative Agent a Collateral Access Agreement or (ii) the Rent and Charges Reserve has been established by the Administrative Agent in its Permitted Discretion;

(i) which is located in any third party warehouse or is in the possession of a bailee (other than a third party processor), unless (i) such warehouseman or bailee has delivered to the Administrative Agent a Collateral Access Agreement or (ii) the Rent and Charges Reserve has been established by the Administrative Agent in its Permitted Discretion;

(j) which is the subject of a consignment by a Borrowing Base Party as consignor;

(k) which contains or bears any intellectual property rights licensed to a Borrowing Base Party unless a Secured Party may sell or otherwise dispose of such Inventory without (i) infringing the rights of such licensor, (ii) violating any contract with such licensor, or (iii) incurring any liability with respect to payment of royalties other than royalties incurred pursuant to sale of such Inventory under the current licensing agreement;

(l) which has been acquired from a Sanctioned Person;

(m) which does not comply in all material respects with the requirements of all applicable laws and regulations, whether Federal, state or local; or

(n) which the Administrative Agent determines in its Permitted Discretion are not eligible as the basis for the issuance of Letters of Credit; provided that the Administrative Agent shall have given the Borrower at least five (5) Business Days prior notice thereof prior to such Inventory (or a category of eligibility applicable to such Inventory) becoming ineligible.

In the event that Inventory which was previously Eligible Inventory ceases to be Eligible Inventory hereunder, the Borrower shall notify the Administrative Agent thereof on and at the time of submission to the Administrative Agent of the next Borrowing Base Certificate.

“Eligible Premium Rental Drill Pipe” means, at any time, the Premium Rental Drill Pipe of the Borrowing Base Parties, provided that Eligible Premium Rental Drill Pipe shall not include any Premium Rental Drill Pipe:



- (a) which is not subject to a first priority perfected Lien in favor of the Administrative Agent;
- (b) which is subject to any Lien other than (i) a Lien in favor of the Administrative Agent and (ii) a Permitted Lien which does not have priority over the Lien in favor of the Administrative Agent;
- (c) with respect to which any covenant, representation or warranty contained in the Loan Documents has been breached or is not true in any material respects;
- (d) which the Administrative Agent determines, in its Permitted Discretion, is not (i) in good working order and marketable condition, ordinary wear and tear excepted, and (ii) of a type used or held for use by a Borrowing Base Party in the ordinary course of business;
- (e) in which any Person other than the Borrowing Base Parties shall (i) have any direct or indirect ownership, interest or title or (ii) be indicated on any purchase order or invoice with respect to such Inventory as having or purporting to have an interest therein;
- (f) which is not located in the U.S.;
- (g) which is located in any location leased by a the Parent, the Borrower or its Subsidiaries unless (i) the lessor has delivered to the Administrative Agent a Collateral Access Agreement or (ii) the Rent and Charges Reserve has been established by the Administrative Agent in its Permitted Discretion;
- (h) which is located in any third party warehouse or is in the possession of a bailee (other than a third party processor), unless (i) such warehouseman or bailee has delivered to the Administrative Agent a Collateral Access Agreement or (ii) the Rent and Charges Reserve has been established by the Administrative Agent in its Permitted Discretion;
- (i) which contains or bears any intellectual property rights licensed to a Borrowing Base Party unless a Secured Party may sell or otherwise dispose of such Premium Rental Drill Pipe without (i) infringing the rights of such licensor, (ii) violating any contract with such licensor, or (iii) incurring any liability with respect to payment of royalties other than royalties incurred pursuant to sale of such Premium Rental Drill Pipe under the current licensing agreement;
- (j) which is the subject of a consignment by a Borrowing Base Party as consignor;
- (k) which has been acquired from a Sanctioned Person;
- (l) which constitutes work-in-process, raw materials or spare or replacement parts; provided that this clause (l) shall not exclude Premium Rental Drill Pipe constituting work-in-progress, raw materials or spare or replacement parts that are intended to be rented or sold to customers by the Borrowing Base Parties in the ordinary course of business; or
- (m) which the Administrative Agent determines in its Permitted Discretion is not eligible as the basis for the issuance of Letters of Credit; provided that the Administrative Agent shall have given the Borrower at least five (5) Business Days prior notice thereof prior to such Premium Rental Drill Pipe (or a category of eligibility applicable to such Premium Rental Drill Pipe) becoming ineligible.

In the event that Inventory which was previously Eligible Inventory ceases to be Eligible Inventory hereunder, the Borrower shall notify the Administrative Agent thereof on and at the time of submission to the Administrative Agent of the next Borrowing Base Certificate.

“Eligible Unbilled Accounts” means, at any time, the Accounts of the Borrowing Base Parties which would qualify as an Eligible Account except that the invoice with respect thereto has not yet been submitted to the Account Debtor, so long as the applicable Borrowing Base Party shall have made arrangements for an invoice to be sent to such Account Debtor within 30 days after the end of the following calendar month of any date of determination.

“Engagement Letter” means that certain engagement letter, dated as of October 27, 2020, between SESI, L.L.C. and JPMorgan Chase Bank, N.A., as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“Environmental Laws” means any and all federal, state, local and foreign statutes, laws, judicial decisions, regulations, ordinances, rules, judgments, orders, decrees, plans, injunctions, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to (a) the protection of the environment, (b) the effect of the environment on human health, (c) emissions, discharges or releases of pollutants, contaminants, hazardous substances or wastes into surface water, ground water or land, or (d) the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, hazardous substances or wastes or the clean-up or other remediation thereof.

“Environmental Liability” means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower or any Subsidiary directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“Equipment” has the meaning assigned to such term in the UCC.

“Equity Interest” means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such equity interest; provided that debt securities which are convertible shall not be Equity Interests merely by virtue of the right of any Person to convert such securities into Equity Interests of the issuer of such debt securities.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any rule or regulation issued thereunder.

“ERISA Affiliate” means any Person that, together with any Loan Party, is treated as a single employer, or otherwise aggregated, under Section 414 of the Code or Section 4001 of ERISA.

“EU Bail-In Legislation Schedule” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

“Eurodollar Base Rate” means, with respect to any Eurodollar Advance and relative to any Eurodollar Interest Period, the London interbank offered rate administered by ICE Benchmark Administration (or any other Person that takes over the administration of such rate for U.S. Dollars) for a one (1) month period as displayed on pages LIBOR01 or LIBOR02 of the Reuters screen that displays such

rate (or, in the event such rate does not appear on a Reuters page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as shall be selected by the Administrative Agent in its reasonable discretion; in each case the “LIBO Screen Rate”) at approximately 11:00 a.m., London time, two Business Days prior to the first Business Day of each month, adjusted monthly on the first Business Day of each month; provided that, (x) if the LIBO Screen Rate shall be less than 1.00%, the LIBO Screen Rate shall be deemed to be 1.00% for purposes of this Agreement and (y) if the LIBO Screen Rate shall not be available at such time for such a period, then the Eurodollar Base Rate shall be equal to the Interpolated Rate. Any change in the Eurodollar Base Rate shall be effective from and include the effective date of such change.

“Eurodollar Interest Period” means, with respect to a Eurodollar Advance, a period of one, two, three or six months (or other period acceptable to all of the Lenders) commencing on a Business Day selected by the Borrower pursuant to this Agreement. Such Eurodollar Interest Period shall end on the day which corresponds numerically to such date one, two, three or six months (or other period acceptable to all of the Lenders) thereafter, provided, however, that if there is no such numerically corresponding day in such next, second, third or sixth succeeding month, such Eurodollar Interest Period shall end on the last Business Day of such next, second, third or sixth succeeding month. If a Eurodollar Interest Period would otherwise end on a day which is not a Business Day, such Eurodollar Interest Period shall end on the next succeeding Business Day, provided, however, that if said next succeeding Business Day falls in a new calendar month, such Eurodollar Interest Period shall end on the immediately preceding Business Day.

“Eurodollar Rate” means, with respect to a Eurodollar Advance for the relevant Eurodollar Interest Period, the sum of (a) the quotient of (i) the Eurodollar Base Rate applicable to such Eurodollar Interest Period, divided by (ii) one minus the Reserve Requirement (expressed as a decimal) applicable to such Eurodollar Interest Period, plus (b) the Applicable Margin.

“Euros” means the single currency of participating member states of the European Monetary Union introduced in accordance with the provisions of Article 109(1)4 of the Treaty of Rome of March 25, 1957 (as amended by the Single European Act 1986 and the Maastricht Treaty (which was signed at Maastricht on February 7, 1992 and came into force on November 1, 1993) as amended from time to time) and as referred to in legislative measures of the European Union for the introduction of, changeover to or operating of the euro in one or more member states.

“Event of Default” means an event described in Article VII.

“Excluded Swap Obligation” means, with respect to any Person, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Person of, or the grant by such Person of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Person’s failure for any reason to constitute an ECP at the time the guarantee of such Person or the grant of such security interest becomes or would become effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such guarantee or security interest is or becomes illegal.

“Excluded Taxes” means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political

subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Commitment (other than pursuant to an assignment request by the Borrower under Section 3.6) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 3.4, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 3.4(d) and (d) any U.S. federal withholding Taxes imposed under FATCA.

"Exhibit" refers to an exhibit to this Agreement, unless another document is specifically referenced.

"Existing Agent" has the meaning assigned to such term in the recitals hereto.

"Existing Credit Agreement" has the meaning assigned to such term in the recitals hereto.

"Existing Lenders" has the meaning assigned to such term in the recitals hereto.

"Existing Letters of Credit" means each letter of credit listed on Schedule 5, which in each case were previously issued for the account of, or guaranteed by, the Borrower pursuant to the Existing Credit Agreement that is outstanding on the Closing Date.

"Exit Facility" has the meaning assigned to such term in the recitals hereto.

"Exit Facility Agreement" means the Credit Agreement governing the Exit Facility which shall be substantially consistent with the term sheet attached hereto as Exhibit G.

"Exit Fee Letter" means that certain senior secured exit credit facility administrative agent fee letter, dated as of [●], 2020, between SESI, L.L.C. and JPMorgan Chase Bank, N.A.

"Facilities" has the meaning assigned to such term in the recitals hereto.

"FATCA" means Sections 1471 through 1474 of the Code, as of the Closing Date (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

"Federal Funds Effective Rate" means, for any day, the weighted average (rounded upwards, if necessary, to the next 1/100 of 1%) of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published on the next succeeding Business Day by the NYFRB, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/100 of 1%) of the quotations for such day for such transactions received by the Administrative Agent from three federal funds brokers of recognized standing selected by it; provided, that, if the Federal Funds Effective Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"Federal Reserve Board" means the Board of Governors of the Federal Reserve System or any of its successors.

“Final” means, with respect to an order of the Bankruptcy Court, an order as to which the time to appeal, or seek certiorari or move for a new trial, reargument, or rehearing has expired and no appeal or petition for certiorari or other proceedings for a new trial, reargument, or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be timely filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument, or rehearing shall have been denied, resulted in no stay pending appeal of such order, or has otherwise been dismissed with prejudice; provided, however, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the bankruptcy rules, may be filed with respect to such order shall not preclude such order from being Final.

“Final Order” means the order or judgment of the Bankruptcy Court in substantially in the form of the Interim Order with such changes as are acceptable to the Administrative Agent and the Required Lenders.

“Final Order Entry Deadline” means, as to the Final Order, entry thereof by the Bankruptcy Court on or before the date that is forty-five (45) days following the Petition Date.

“Fixed Charge Coverage Ratio” means, with respect to the Parent on a consolidated basis, as of the last day of the most recently ended fiscal quarter for which financial statements have been, or were required to be, delivered pursuant to Sections 6.1(a) or (b), the ratio, determined on a Pro Forma Basis, of (a) EBITDA minus Unfinanced Capital Expenditures to (b) Fixed Charges, all calculated for the period of four consecutive fiscal quarters ended on such date.

“Fixed Charges” means, for any period, without duplication, cash Interest Expense, plus prepayments and scheduled principal payments on Funded Indebtedness actually made or required to be made in such period, plus Income Taxes paid in cash in such period, plus Restricted Payments paid in cash in such period, plus Capitalized Lease Obligation payments made in such period, plus cash contributions to any Plan made in such period, all calculated for the Parent and its subsidiaries on a consolidated basis in accordance with GAAP.

“Floating Rate” means, for any day, a rate *per annum* equal to (a) the Alternate Base Rate for such day plus (b) the Applicable Letter of Credit Fee Rate, minus 1.00%.

“Flood Laws” means the National Flood Insurance Act of 1968, Flood Disaster Protection Act of 1973, and related laws, rules and regulations, including any amendments or successor provisions.

“Floor” means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to Eurodollar Base Rate.

“Foreign Investment Grade Accounts” means Accounts of the Borrowing Base Parties that would constitute Investment Grade Accounts if they were not deemed ineligible solely as a result of such Accounts not meeting the requirements of clause (k) of the definition of Eligible Accounts.

“Foreign Subsidiaries” means direct or indirect Subsidiaries of the Borrower incorporated or organized under the laws of a country other than the United States of America.

“FTI Consulting” mean FTI Consulting, Inc.



“Funded Indebtedness” of a Person means, without duplication, such Person’s (a) obligations for borrowed money, (b) obligations representing the deferred purchase price of Property or services (other than accounts payable arising in the ordinary course of such Person’s business payable on terms customary in the trade), (c) obligations, whether or not assumed, secured by Liens or payable out of the proceeds or production from Property now or hereafter owned or acquired by such Person, (d) obligations which are evidenced by notes, bonds, debentures, acceptances, or other instruments, (e) obligations to purchase securities or other Property arising out of or in connection with the sale of the same or substantially similar securities or Property, (f) Capitalized Lease Obligations, (g) indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (h) liquidation value of all mandatorily redeemable preferred Equity Interests, (i) any other obligation for borrowed money or other financial accommodation which in accordance with GAAP would be shown as a liability on the consolidated balance sheet of such Person, (j) obligations, contingent or otherwise, as an account party or applicant under or in respect of acceptances, performance bonds, letters of credit or similar arrangements, and (k) Guarantee Obligations in respect of obligations of the kind referred to in clauses (a) through (e) above. Funded Indebtedness of any Person shall include Funded Indebtedness of any other Person (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person’s ownership interest in or other relationship with such Person, except to the extent the terms of such Funded Indebtedness expressly provide that such Person is not liable therefor. In the case of the Parent’s Senior Notes, Funded Indebtedness shall include the total outstanding principal amounts payable to the holders thereof.

“Funding Office” means the office of the Administrative Agent specified in Section 13.1 or such other office as may be specified from time to time by the Administrative Agent as its funding office by written notice to the Borrower and the Lenders.

“GAAP” means generally accepted accounting principles in the United States as in effect from time to time, except that for purposes of Section 6.17, GAAP shall be determined on the basis of such principles in effect on the Closing Date and consistent with those used in the preparation of the most recent audited financial statements referred to in Section 5.4. In the event that any “Accounting Change” (as defined below) shall occur and such change results in a change in the method of calculation of financial covenants, standards or terms in this Agreement, then the Borrower and the Administrative Agent agree to enter into negotiations in order to amend such provisions of this Agreement so as to reflect equitably such Accounting Changes with the desired result that the criteria for evaluating the Borrower’s financial condition shall be the same after such Accounting Changes as if such Accounting Changes had not been made. Until such time as such an amendment shall have been executed and delivered by the Borrower, the Administrative Agent and the Required Lenders, all financial covenants, standards and terms in this Agreement shall continue to be calculated or construed as if such Accounting Changes had not occurred. “Accounting Changes” refers to changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants or, if applicable, the SEC.

“Governmental Authority” means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“Guarantee” shall mean the guarantee made by any Guarantor in favor of the Administrative Agent for the benefit of the Secured Parties pursuant to this Agreement.

“Guaranteed Liabilities” has the meaning assigned to such term in Section 17.1.

“Guarantee Obligation” means as to any Person (the “guaranteeing person”), any obligation, including a reimbursement, counterindemnity or similar obligation, of the guaranteeing Person that guarantees or in effect guarantees, or which is given to induce the creation of a separate obligation by another Person (including any bank under any letter of credit) that guarantees or in effect guarantees, any Funded Indebtedness, leases, dividends or other obligations (the “primary obligations”) of any other third Person (the “primary obligor”) in any manner, whether directly or indirectly, including any obligation of the guaranteeing person, whether or not contingent, (a) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (b) to advance or supply funds (i) for the purchase or payment of any such primary obligation or (ii) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (c) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (d) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided, however, that the term Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Guarantee Obligation of any guaranteeing person shall be deemed to be the lower of (A) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee Obligation is made and (B) the maximum amount for which such guaranteeing person may be liable pursuant to the terms of the instrument embodying such Guarantee Obligation, unless such primary obligation and the maximum amount for which such guaranteeing person may be liable are not stated or determinable, in which case the amount of such Guarantee Obligation shall be such guaranteeing person’s maximum reasonably anticipated liability in respect thereof as determined by the Borrower in good faith.

“Guarantor” means the Parent, the Borrower and each Person executing this Agreement as “Subsidiary Guarantor” or who executes a joinder hereto as a “Subsidiary Guarantor” or “Guarantor”.

“Hazardous Materials” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

“Income Taxes” means, with reference to any period, all federal, state and local income tax expense of the Parent and its consolidated subsidiaries, calculated on a consolidated basis for such period.

“Indemnified Taxes” means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in (a), Other Taxes.

“Indemnatee” has the meaning assigned to such term in Section 9.6(b).

“Indian Rupees” means the lawful currency of India.

“Information” has the meaning assigned to such term in Section 5.10.

“Initial Projections” has the meaning assigned to such term in Section 5.10.

“Interest Expense” means, with reference to any period, the interest expense of the Parent and its consolidated subsidiaries calculated on a consolidated basis for such period.



“Interim Order” means the order or judgment of the Bankruptcy Court as entered on the docket of the Bankruptcy Court in the Chapter 11 Cases substantially in the form of Exhibit H and otherwise acceptable to the Administrative Agent.

“Interpolated Rate” means, at any time, for any Eurodollar Interest Period, the rate *per annum* (rounded to the same number of decimal places as the LIBO Screen Rate) determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the LIBO Screen Rate for the longest period (for which the LIBO Screen Rate is available) that is shorter than the Eurodollar Interest Period; and (b) the LIBO Screen Rate for the shortest period (for which that LIBO Screen Rate is available) that exceeds the Impacted Interest Period, in each case, at such time.

“Inventory” has the meaning assigned to such term in the UCC.

“Investment” means (a) the purchase, holding or acquisition (including pursuant to any merger) of any Equity Interests in or evidences of indebtedness or other securities (including any option, warrant or other right to acquire any of the foregoing) of any other Person in a transaction which does not constitute an Acquisition, (b) the making of (or permitting to exist) any capital contribution or loans or advances to, guaranteeing the obligations of, or the making of (or permitting to exist) any investment in, any other Person, and (c) the purchase or acquisition (in one transaction or a series of transactions) of any assets of any other Person constituting a business unit.

“Investment Grade Accounts” means any Eligible Accounts owed by an Account Debtor whose securities (or such Account Debtor’s parent company’s securities) are rated BBB- or better by S&P or Baa3 or better by Moody’s.

“IRS” means the United States Internal Revenue Service.

“ISDA Definitions” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time by the International Swaps and Derivatives Association, Inc. or such successor thereto.

“Issuing Lender” means, as the context may require, (a) each of the Administrative Agent and any other Lender approved by the Administrative Agent and the Borrower that has agreed in its sole discretion to act as an “Issuing Lender” hereunder, in each case in its capacity as issuer of any Letter of Credit, and (b) with respect to each Existing Letter of Credit, the Lender that issued such Existing Letter of Credit, as applicable. An Issuing Lender may, in its discretion, arrange for one or more Letters of Credit to be issued by affiliates of such Issuing Lender. Each reference herein to the “Issuing Lender” shall be deemed to be a reference to the relevant Issuing Lender.

“Kuwaiti Dinars” means the lawful currency of the State of Kuwait.

“L/C Commitment” means with respect to any Issuing Lender, the obligation of such Issuing Lender to issue Letters of Credit in an aggregate principal and/or face amount not to exceed the amount set forth under the heading “L/C Commitment” opposite such Issuing Lender’s name on Schedule 1A, or in the Assignment and Assumption pursuant to which such Lender became a party hereto, as the same may be changed from time to time pursuant to the terms hereof.

“L/C Disbursements” means any payment made by an Issuing Lender pursuant to a Letter of Credit.

“L/C Exposure” means at any time, the total L/C Obligations. The L/C Exposure of any Lender at any time shall be its Pro Rata Share of the total L/C Exposure at such time.

“L/C Obligations” means at any time, an amount equal to the sum of (a) the aggregate then undrawn and unexpired amount of the then outstanding Letters of Credit and (b) the aggregate amount of drawings under Letters of Credit that have not then been reimbursed pursuant to Section 2.2.5 (in each case based on the U.S. Dollar Equivalent thereof with respect to Letters of Credit denominated in an Alternate Currency).

“L/C Participation” has the meaning assigned to such term in Section 2.2.4(a).

“L/C Participants” means the collective reference to all the Lenders other than the Issuing Lender with respect to the applicable Letter of Credit.

“Legal Requirement” means any law, statute, ordinance, decree, requirement, order, judgment, rule, regulation (or official interpretation of any of the foregoing) of, and the terms of any license or permit issued by, any Governmental Authority, including, but not limited to, Regulations T, U and X.

“Lender Parent” means with respect to any Lender, any Person as to which such Lender is, directly or indirectly, a Subsidiary.

“Lenders” means the lending institutions listed on Schedule 1 hereto and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption. Unless otherwise specified herein, the term “Lenders” includes the Administrative Agent in its capacity as a lender, and the Issuing Lenders.

“Lending Installation” means, with respect to a Lender, Issuing Lender or the Administrative Agent, the office, branch, subsidiary or affiliate of such Lender, Issuing Lender or the Administrative Agent set forth in its Administrative Questionnaire or otherwise selected by such Lender, Issuing Lender or the Administrative Agent pursuant to Section 2.16.

“Letter of Credit” means any letter of credit issued (or, in the case of Existing Letters of Credit, deemed issued) pursuant to this Agreement.

“Liabilities” has the meaning assigned to such term in Section 9.6(b).

“LIBO Screen Rate” is defined in the definition of “Eurodollar Base Rate.”

“Lien” means, with respect to any asset, any lien (statutory or other), mortgage, deed of trust, pledge, hypothecation, encumbrance or charge or security interest in, on or of such asset (including, without limitation, the interest of a vendor or lessor under any conditional sale, Capitalized Lease or other title retention agreement).

“Liquidity” means, as of any date of determination, the sum of (without duplication) (a) Availability and (b) the aggregate amount of unrestricted cash and cash equivalents of the Parent and its Wholly-Owned Subsidiaries at such time (it being understood that unrestricted cash and cash equivalents shall exclude (i) any cash or cash equivalents of Loan Parties not held in a Controlled Account, (ii) any cash and cash equivalents which are pledged to secure any Loan Party’s obligations under any letter of credit or other obligations (including Letters of Credit) and (iii) Eligible Cash).

“Liquidity Report” means a report in form reasonably satisfactory to the Required Lenders (a) certifying as to whether a Default has occurred since the last date on which a Liquidity Report was delivered

and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto and (b) certifying that the Borrower has been in compliance with Section 6.17(a) and Section 6.17(b) as required therein since the last date on which a Liquidity Report was delivered.

“Loan Documents” means this Agreement, the Collateral Documents, the Engagement Letter and each other agreement, document or instrument delivered by Borrower or any other Loan Party in connection with this Agreement, all as amended, supplemented, restated or otherwise modified from time to time.

“Loan Parties” means each of the Parent, the Borrower and the Subsidiary Guarantors.

“Local Time” means, with respect to (a) fundings, continuations, payments and prepayments of Letters of Credit for the account of the Borrower in U.S. Dollars or Canadian dollars, Chicago, Illinois time, and (b) fundings, continuations, payments and prepayments of Letters of Credit for the account of the Borrower in Alternate Currencies (other than Canadian dollars), the local time zone of the country where the applicable Alternate Currency is the lawful currency, provided that if such country has multiple time zones in the mainland area, than a local time zone of that country as selected by the Issuing Lender.

“Material Adverse Effect” means any event, development or circumstance that has had or is reasonable expected to have a material adverse effect on (a) the business, Property, condition (financial or otherwise) or results of operations of the Parent, Borrower and Borrower’s Subsidiaries taken as a whole, (b) the ability of the Parent, the Borrower and the other Loan Parties taken as a whole to perform fully and on a timely basis their obligations under any of the Loan Documents to which they are parties or (c) the validity or enforceability in any material respect of any of the Loan Documents or the rights and remedies of the Administrative Agent or the Lenders under the Loan Documents (in each case other than in the case of the Loan Parties (i)(A) any matters disclosed in any “first day” pleadings or declarations and (B) the effect of filing the Chapter 11 Cases, the events and conditions related to, resulting from and/or leading up thereto and the effects thereon and any action required to be taken under the Loan Documents or the DIP Order and (ii) taking into account the effect of the automatic stay under the Bankruptcy Code).

“Material Indebtedness” has the meaning assigned to such term in Section 7.1(f).

“Maximum Liability” has the meaning assigned to such term in Section 17.9.

“Maximum Premium Rental Drill Pipe Amount” means amount listed on Schedule 1C for the applicable calendar month.

“Milestones” means the milestones set forth on Schedule 1B, to be completed in each case in accordance with the applicable timing referred to therein (or such later dates as may be agreed by the Required Lenders).

“Moody’s” means Moody’s Investors Service, Inc. or its successor.

“Multiemployer Plan” means a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

“Net Available Cash” means:

(a) in connection with any disposition, the proceeds thereof in the form of cash (including any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise, but only as and when received, but excluding any other consideration received in the form of assumption by the acquiring Person of Funded Indebtedness or other obligations relating to such properties or assets or received in any other noncash

form), in each case net of: (i) all accounting, engineering, investment banking, brokerage, legal, title and recording tax expenses, commission and other fees and expenses incurred, and all Federal, state, provincial, foreign and local taxes required to be accrued as a liability under GAAP, as a consequence of such disposition; (ii) taxes paid or payable after taking into account any reduction in consolidated tax liability due to available tax credits or deductions and any tax sharing arrangement; (iii) all payments made on any Funded Indebtedness which is secured by any assets subject to such disposition, in accordance with the terms of any Lien upon or other security agreement of any kind with respect to such assets, or which must by its terms, or in order to obtain a necessary consent to such disposition, or by applicable law, be repaid out of the proceeds from such disposition; (iv) all distributions and other payments required to be made to minority interest holders in Subsidiaries or joint ventures as a result of such disposition; and (v) any required escrow against indemnification liabilities (until such amounts are released from escrow) and the deduction of appropriate amounts provided by the seller as a reserve, in accordance with GAAP, against any liabilities associated with the property or other assets disposed in such disposition and retained by the Parent, the Borrower or any Subsidiary after such disposition;

(b) in the case of a casualty, insurance proceeds, and in the case of a condemnation or similar event, condemnation awards and similar payments, minus, in each case, without duplication, the sum of (i) all reasonable fees and out-of-pocket expenses paid to third parties (other than Affiliates) in connection with such event, (ii) the amount of all payments required to be made as a result of such event to repay indebtedness secured by such asset or otherwise subject to mandatory prepayment as a result of such event, including accrued but unpaid interest thereof and any premiums payable with respect thereto, (iii) the amount of all taxes paid (or reasonably estimated to be payable) and the amount of any escrows or reserves established to fund contingent liabilities reasonably estimated to be payable, in each case during the year that such event occurred or the next succeeding year and that are directly attributable to such event (as determined reasonably and in good faith by an Authorized Officer) and (iv) amounts provided as a reserve in accordance with GAAP against any liabilities under any indemnification obligation or purchase price adjustment associated with such Prepayment Event (as determined reasonably and in good faith by an Authorized Officer); and

(c) with respect to any issuance or sale of Equity Interests or indebtedness, the cash proceeds of such issuance or sale net of attorneys' fees, accountants' fees, underwriters', placement agents' or other investment banking fees, discounts or commissions and brokerage, consultant and other fees actually incurred in connection with such issuance or sale and net taxes paid or payable as a result thereof.

"Net Income" means, for any period, the consolidated net income (or loss) of the Parent and its subsidiaries, determined on a consolidated basis in accordance with GAAP; provided that there shall be excluded (a) the income (or deficit) of any Person accrued prior to the date it becomes a Subsidiary of the Borrower or is merged into or consolidated with the Borrower or any of its Subsidiaries, (b) the income (or deficit) of any Person (other than a Subsidiary of the Borrower) in which the Borrower or any of its Subsidiaries has an ownership interest, except to the extent that any such income is actually received by the Borrower or such Subsidiary in the form of dividends or similar distributions and (c) the undistributed earnings of any Subsidiary of the Borrower to the extent that the declaration or payment of dividends or similar distributions by such Subsidiary is not at the time permitted by the terms of any contractual obligation (other than under any Loan Document) or requirement of law applicable to such Subsidiary.

"Net Orderly Liquidation Value" means, with respect to Inventory or Premium Rental Drill Pipe of any Borrowing Base Party, the orderly liquidation value thereof, expressed as a percentage, expected to be realized at an orderly, negotiated sale held within a reasonable period of time, as determined from the most recent appraisal of the applicable Inventory or Premium Rental Drill Pipe, in a manner reasonably acceptable to the Administrative Agent by an appraiser reasonably acceptable to the Administrative Agent, net of all costs of liquidation thereof.

“New Zealand Dollars” means the lawful currency of New Zealand.

“Non-U.S. Lender” means a Lender that is not a U.S. Person.

“Norwegian Kroners” means the lawful currency of the Kingdom of Norway.

“NYFRB” means the Federal Reserve Bank of New York.

“NYFRB’s Website” means the website of the NYFRB at <http://www.newyorkfed.org>, or any successor source.

“Obligations” means (a) all obligations of the Loan Parties to the Lenders, from time to time, arising under the Loan Documents, including without limitation, all reimbursement obligations and other obligations with respect to commercial and standby letters of credit and bankers acceptances issued by any Lender hereunder, all accrued and unpaid fees and all expenses, reimbursements, indemnities and other obligations of the Loan Parties to the Lenders or to any Lender, the Administrative Agent or any indemnified party arising under the Loan Documents, (b) all Rate Management Obligations and (c) all Specified Cash Management Obligations.

“Other Connection Taxes” means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any L/C Participation or Loan Document).

“Other Currency” has the meaning assigned to such term in Section 2.20.

“Other Taxes” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 3.6).

“Parent” means Superior Energy Services, Inc., a Delaware corporation and the sole member of the Borrower.

“Participant” has the meaning assigned to such term in Section 12.2(b)(i).

“Participant Register” has the meaning assigned to such term in Section 12.2(b)(i).

“PATRIOT Act” has the meaning assigned to such term in Section 9.12.

“Payment Currency” has the meaning assigned to such term in Section 17.6.

“Payment Date” means the first Business Day following the last day of each calendar month.

“PBGC” means the Pension Benefit Guaranty Corporation, or any successor thereto.

“Pension Plan” means any Plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA.

“Permitted Discretion” means a determination made in good faith and in the exercise of reasonable (from the perspective of a secured asset-based lender) business judgment.

“Permitted Investments” means:

- (a) Investments reflected in the audited and quarterly financial statements of the Parent and its consolidated subsidiaries publicly available before the Petition Date;
- (b) accounts receivable arising in the ordinary course of business;
- (c) Investments in Cash Equivalents;
- (d) Investments made (i) among the Loan Parties (including any new Subsidiary that becomes a Loan Party) and (ii) by any Subsidiary that is not a Loan Party in any other Subsidiary that is also not a Loan Party;
- (e) [reserved];
- (f) (i) Investments in stock, obligations or securities received in settlement of debts as a result of a bankruptcy or other insolvency proceeding of the obligor in respect of such debts or upon the enforcement of any Lien; (ii) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business (including, but not limited to, advances made to distributors consistent with past practice), and (iii) Investments consisting of prepayments and deposits to suppliers in the ordinary course of business;
- (g) [reserved];
- (h) Investments in the ordinary course of business consisting of endorsements for collection or deposit;
- (i) [reserved];
- (j) Investments consisting of purchases and acquisitions of inventory, supplies, materials and equipment or purchases of contract rights or licenses or leases of intellectual property, in each case, in the ordinary course of business;
- (k) [reserved];
- (l) Rate Management Transactions and Guarantee Obligations permitted by Section 6.11;
- (m) lease, utility and other similar deposits or any other advance or deposit permitted by this Agreement in the ordinary course of business;
- (n) [reserved];
- (o) [reserved]; and
- (p) [reserved].

The amount of any Investment shall be the original cost of such Investment, plus the cost of any addition thereto that otherwise constitutes an Investment (but excluding any increase in the form of payment in kind interest or dividends), without any adjustments for increases or decreases in value, or write-ups,



write-downs or write-offs with respect thereto, but giving effect to any repayments of principal in the case of any Investment in the form of a loan and any return of capital or return on Investment in the case of any equity Investment (whether as a distribution, dividend, redemption or sale but not in excess of the amount of the relevant initial Investment).

“Permitted Liens” means (a) with respect to the Borrower and its Subsidiaries, Liens permitted by the terms of Section 6.14(a) and (b) with respect to the Parent, Liens permitted by the terms of Section 6.14(b).

“Person” means any natural person, corporation, firm, joint venture, partnership, limited liability company, association, enterprise, trust or other entity or organization, or any government or political subdivision or any agency, department or instrumentality thereof.

“Petition Date” has the meaning assigned to such term in the recitals hereto.

“Plan” means an employee pension benefit plan which is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Code or Section 302 of ERISA as to which the Borrower may have (or, if such Plan were terminated, could have) any liability.

“Plan Asset Regulations” shall mean 29 CFR § 2510.3-101 *et seq.*, as modified by Section 3(42) of ERIS, as amended from time to time.

“Pounds” means the lawful currency of the United Kingdom.

“Preferred Equity Interest” means any Equity Interest with preferential rights of payment of dividends or upon liquidation, dissolution, or winding up.

“Premium Rental Drill Pipe” means downhole rental drill pipe, including landing strings, heavy wall drill pipe and heavy weight drill pipe, drill collar and completion tubulars.

“Premium Rental Drill Pipe Test Period” means that period from the Closing Date until the earlier of (a) [insert date twenty four (24) months after the Closing Date] or (b) the date that unrestricted cash of the Parent and its Wholly-Owned Subsidiaries is less than \$75,000,000, tested upon the delivery of each Borrowing Base Certificate (it being understood that unrestricted cash shall exclude (i) any cash of Loan Parties not held in a Controlled Account, (ii) any cash which is pledged to secure any Loan Party’s obligations under any letter of credit or other obligations (including Letters of Credit) and (iii) Eligible Cash).

“Prepayment Event” means:

- (a) any Asset Sale; or
- (b) any casualty or other insured damage to, or any taking under power of eminent domain or by condemnation or similar proceeding of, any Property of any Borrowing Base Party which results in Net Available Cash.

“Pricing Schedule” is the pricing schedule set forth on Schedule 2.

“Prime Rate” means the rate of interest last quoted by The Wall Street Journal as the “Prime Rate” in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest



Rates) as the “bank prime loan” rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

“Pro Rata Share” means, with respect to any Lender, at any time, the percentage obtained by dividing (a) the Lender’s Commitment at such time (as adjusted from time to time in accordance with the provisions of this Agreement) by (b) the amount of the Aggregate Commitment at such time; provided, however, that if the Aggregate Commitment is terminated pursuant to the terms of this Agreement, then “Pro Rata Share” means, with respect to any Lender at any time, the percentage obtained by dividing (x) the principal amount of its L/C Participations outstanding at such time by (y) the aggregate principal amount of L/C Participations outstanding hereunder at such time.

“Proceeding” means any claim, litigation, investigation, action, suit, arbitration or administrative, judicial or regulatory action or proceeding in any jurisdiction.

“Professional Fees” means “Allowed Professional Fees” (as defined in the DIP Order).

“Projections” has the meaning assigned to such term in Section 6.1.

“Property” of a Person means any and all property, whether real, personal, tangible, intangible, or mixed, of such Person, or other assets owned, leased or operated by such Person.

“PTE” means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

“QFC” shall have the meaning assigned to the term “qualified financial contract” in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

“QFC Credit Support” shall have the meaning provided in Section 9.14.

“Rate Management Obligations” means any and all obligations of the Borrower or any Subsidiaries, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (a) any and all Rate Management Transactions with any Lender or affiliate thereof, and (b) any and all cancellations, buy backs, reversals, terminations or assignments of any Rate Management Transactions with any Lender or affiliate thereof.

“Rate Management Transaction” means any transaction (including an agreement with respect thereto) now existing or hereafter entered into by the Borrower or any Subsidiaries which is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions) or any combination thereof, whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures.

“Reais” means the lawful currency of Brazil.

“Recipient” means (a) the Administrative Agent, (b) any Lender or (c) any Issuing Lender, as applicable.

“Reference Time” with respect to any setting of the then-current Benchmark means (1) if such Benchmark is Eurodollar Base Rate, 11:00 a.m. (London time) on the day that is two London banking days preceding the date of such setting, and (2) if such Benchmark is not Eurodollar Base Rate, the time determined by the Administrative Agent in its reasonable discretion.

“Register” has the meaning assigned to such term in Section 12.2(a)(iv).

“Regulation D” means Regulation D of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor thereto or other regulation or official interpretation of said Board of Governors relating to reserve requirements applicable to member banks of the Federal Reserve System.

“Regulation U” means Regulation U of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor or other regulation or official interpretation of said Board of Governors relating to the extension of credit by banks for the purpose of purchasing or carrying margin stocks applicable to member banks of the Federal Reserve System.

“Related Parties” means, with respect to any specified Person, such Person’s Affiliates and the respective directors, officers, partners, members, trustees, employees, agents, administrators, managers, representatives and advisors of such Person and such Person’s Affiliates.

“Relevant Governmental Body” means the Federal Reserve Board or the NYFRB, or a committee officially endorsed or convened by the Federal Reserve Board or the NYFRB, or any successor thereto.

“Rent and Charges Reserve” means the aggregate of (a) all past due rent and other amounts owing by any Borrowing Base Party to any landlord, warehouseman, processor, repairman, mechanic, shipper, freight forwarder, broker or other Person who possesses any DIP Collateral or could assert a Lien on any DIP Collateral and (b) a reserve no greater than three months’ rent and other charges that could be payable to any such Person, unless it has executed a Collateral Access Agreement.

“Reportable Event” means a reportable event as defined in Section 4043 of ERISA and the regulations issued under such section, with respect to a Pension Plan, excluding, however, such events as to which the PBGC has by regulation waived the requirement of Section 4043(a) of ERISA that it be notified within 30 days of the occurrence of such event, provided, however, that a failure to meet the minimum funding standard of Section 412 of the Code and of Section 302 of ERISA shall be a Reportable Event regardless of the issuance of any such waiver of the notice requirement in accordance with either Section 4043(a) of ERISA or Section 412(d) of the Code.

“Required Lenders” means, at any time, Lenders whose Pro Rata Shares, in the aggregate, are greater than 50%. The Pro Rata Shares of any Defaulting Lender shall be disregarded in determining Required Lenders at any time.

“Reserve Requirement” means, with respect to a Eurodollar Interest Period, the maximum aggregate reserve requirement (including all basic, supplemental, marginal and other reserves) which is imposed under Regulation D on Eurodollar liabilities.

“Reserves” means any and all reserves which the Administrative Agent deems necessary, in its Permitted Discretion (including, without limitation, an availability reserve, reserves for accrued and unpaid interest on the Obligations, Banking Services Reserves, Rent and Charges Reserve, reserves for dilution of Accounts, reserves for Inventory shrinkage, reserves for Rate Management Obligations, reserves for contingent liabilities of any Loan Party for which a claim or demand has been made or which are

quantifiable at such time, reserves for uninsured losses of any Loan Party as they relate to the assets comprising the Borrowing Base, reserves for uninsured, underinsured, un-indemnified or under-indemnified liabilities or potential liabilities with respect to any litigation and reserves for taxes, fees, assessments, and other governmental charges) (i) to reflect items that would reasonably be expected to adversely affect the value of the applicable Eligible Accounts, Eligible Unbilled Accounts, Eligible Inventory or Eligible Premium Rental Drill Pipe or (ii) to reflect items that would reasonably be expected to adversely affect the enforceability or priority of the Administrative Agent's Liens on the DIP Collateral; provided that, no Reserve may be taken after the Closing Date based on circumstances, conditions, events or contingencies known to the Administrative Agent as of the Closing Date and for which no Reserve was imposed on the Closing Date, unless such circumstances, conditions, events or contingencies have changed in any material adverse respect since the Closing Date.

The Administrative Agent may, in its Permitted Discretion, (a) establish additional standards of eligibility and (b) establish additional categories of Reserves and adjust the amount of existing categories of Reserves; provided that such new standards of eligibility and additional categories of Reserves shall not affect the calculation of the Borrowing Base until the 5th Business Day following the Borrower's receipt of written notice thereof. During such five Business Day period, (x) there shall be no issuance or renewal of Letters of Credit that would result in excess Availability being less than the amount by which the Borrowing Base would be reduced after the imposition of such eligibility criteria or the amount of such Reserve and (y) the Administrative Agent shall, if requested, discuss any such new standards or additional Reserve with the Borrower and, to the extent applicable, the Borrower may take such action as may be required so that the event, condition or matter that is the basis for such Reserve no longer exists or exists in a manner that would result in the establishment of a lower Reserve, in each case, in a manner and to the extent reasonably satisfactory to the Administrative Agent.

Notwithstanding anything to the contrary herein, (a) the amount of any such Reserve or change shall have a reasonable relationship to the event, condition or other matter that is the basis for such Reserve or such change and (b) no Reserve or change shall be duplicative of any Reserve or change already accounted for through eligibility criteria (including collection/advance rates).

"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Restricted Payments" means any dividend or other distribution (whether in cash, securities or other property except Equity Interests issued by the Parent or its subsidiaries) with respect to any Equity Interests in the Parent or its subsidiaries, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Equity Interests in the Parent or its subsidiaries or any option, warrant or other right to acquire any such Equity Interests in the Parent or its subsidiaries.

"Restricted Subsidiaries" shall have the meaning set forth under the indenture relating to the 7.125% Senior Notes, as in effect on the Closing Date without giving effect to any amendment or termination thereof.

"Ringgits" means the lawful currency of Malaysia.

"Rupiah" means the lawful currency of the Republic of Indonesia.

"S&P" means Standard & Poor's Ratings Group, Inc. or its successor.

“Sanctioned Country” means, at any time, a country, region or territory which is itself the subject or target of any Sanctions (at the time of this Agreement, Crimea, Cuba, Iran, North Korea, and Syria).

“Sanctioned Person” means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, or by the United Nations Security Council, the European Union or any European Union member state, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person owned or Controlled by any such Person or Persons described in the foregoing clauses (a) or (b).

“Sanctions” means all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, (b) the United Nations Security Council, the European Union, any European Union member state or Her Majesty’s Treasury of the United Kingdom or (c) any other relevant sanctions authority.

“Saudi Riyals” means the lawful currency of the Kingdom of Saudi Arabia.

“Schedule” refers to a specific schedule to this Agreement, unless another document is specifically referenced.

“SEC” means the Securities and Exchange Commission, any successor thereto and any analogous governmental authority.

“Section” means a numbered section of this Agreement, unless another document is specifically referenced.

“Secured Obligations” means the amount of the Obligations secured by the DIP Collateral; *provided*, that the definition of “Secured Obligations” shall not create any guarantee by any Person of (or grant of security interest by any Person to support, as applicable) any Excluded Swap Obligations of such Person for purposes of determining any obligations of any Person.

“Secured Parties” means the collective reference to the Administrative Agent, the Lenders and any affiliate of any Lender to which Secured Obligations are owed.

“Securities Account” has the meaning assigned to such term in the Uniform Commercial Code.

“Senior Note Indenture” means the indentures referenced in Section 2.18(b), together with all instruments and other agreements entered into by the Parent, the Borrower, or any of its Subsidiaries in connection therewith.

“Senior Notes” means the 7.125% Senior Notes, the 7.750% Senior Notes, any other Funded Indebtedness issued under Section 6.11(a)(v) or (vi) having an aggregate face amount in excess of \$20,000,000.

“Singapore Dollars” means the lawful currency of the Republic of Singapore.

“SOFR” means, with respect to any Business Day, a rate per annum equal to the secured overnight financing rate for such Business Day published by the SOFR Administrator on the SOFR Administrator’s Website at approximately 8:00 a.m. (New York City time) on the immediately succeeding Business Day.

“SOFR Administrator” means the NYFRB (or a successor administrator of the secured overnight financing rate).

“SOFR Administrator’s Website” means the NYFRB’s website, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“Specified Cash Management Obligations” means any and all obligations of the Parent, the Borrower or its Subsidiaries, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor) in connection with Banking Services.

“Spot Exchange Rate” means, on any day with respect to any Alternate Currency, the spot rate at which U.S. Dollars are offered on such day by the applicable Issuing Lender, in the market where its foreign currency exchange operations are then being conducted for such foreign currency, at approximately 11:00 A.M. Local Time, for delivery two Business Days later; provided, if at the time of any such determination, for any reason no such spot rate is being quoted, the applicable Issuing Lender may use reasonable methods it deems appropriate to determine such rate.

“Subsidiary” means, with respect to any Person, (a) any corporation, partnership, association or other business entity of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) are, at the time any determination is being made, owned, held or Controlled, in each case, directly or indirectly, by the Borrower or by one or more of its Subsidiaries or by the Borrower and one or more of its Subsidiaries and (b) any other Person the accounts of which are consolidated with those of the Parent in the Parent’s consolidated financial statements.

“Subsidiary Guarantor” means each Domestic Subsidiary which has executed and delivered a guarantee of the Obligations under Section 2.18 until such time as such Person is released of its guarantee obligations under Section 10.11.

“Substantial Portion” means, with respect to the Property of the Borrower and its Subsidiaries, Property which (a) represents more than 10% of the gross book value of the assets of the Borrower and its Subsidiaries as are shown in the consolidated financial statements of the Borrower and its Subsidiaries as at the beginning of the four fiscal quarter period ending with the fiscal quarter in which such determination is made, or (b) is responsible for more than 10% of the consolidated net sales or of the Net Income of the Borrower and its Subsidiaries as reflected in the financial statements referred to in clause (a) above.

“Superpriority Claim” means a claim against a Loan Party in any of the Chapter 11 Cases that is a superpriority administrative expense claim having priority over any or all administrative expenses and other claims of the kind specified in, or otherwise arising or ordered under, any sections of the Bankruptcy Code (including, without limitation, sections 105, 326, 328, 330, 331, 503(b), 507(a), 507(b), 546(c) and/or 726 thereof), whether or not such claim or expenses may become secured by a judgment Lien or other non-consensual Lien, levy or attachment.

“Supported QFC” shall have the meaning provided in Section 9.14.

“Swap Obligation” means, with respect to any Person, any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of section 1a(47) of the Commodity Exchange Act or any rules or regulations promulgated thereunder.

“Syndication Agent” means Bank of America, N.A.

“Taxes” means any and all present or future taxes, duties, levies, imposts, deductions, charges or withholdings, and any and all liabilities with respect to the foregoing, but excluding Excluded Taxes.

“Term SOFR” means, for the applicable Corresponding Tenor as of the applicable Reference Time, the forward-looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body.

“Term SOFR Notice” means a notification by the Administrative Agent to the Lenders and the Borrower of the occurrence of a Term SOFR Transition Event.

“Term SOFR Transition Event” means the determination by the Administrative Agent that (a) Term SOFR has been recommended for use by the Relevant Governmental Body, (b) the administration of Term SOFR is administratively feasible for the Administrative Agent and (c) a Benchmark Transition Event or an Early Opt-in Election, as applicable, has previously occurred resulting in a Benchmark Replacement in accordance with Section 3.2 that is not Term SOFR.

“Termination Date” means the earlier of (a) six (6) months following the Closing Date, (b) the date on which the Approved Plan becomes effective, (c) the date of the closing of a sale of all or substantially all of the assets of the Loan Parties under section 363 of the Bankruptcy Code or otherwise and (d) any date upon which the Aggregate Commitment is reduced to zero or otherwise terminated pursuant to the terms of Section 2.4.

“Testing Date” has the meaning assigned to such term in Section 6.17(b).

“Testing Period” has the meaning assigned to such term in Section 6.17(b).

“Transferee” has the meaning assigned to such term in Section 12.3.

“UK Financial Institutions” means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

“UK Resolution Authority” means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

“Unadjusted Benchmark Replacement” means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

“Uncontrolled Account” means (a) Deposit Accounts the balance of which consists exclusively of (i) withheld income taxes and federal, state or local employment taxes required to be paid to the Internal Revenue Service or state or local government agencies with respect to employees of the Borrower or any Subsidiary, (ii) amounts required to be paid over to an employee benefit plan (as defined in Section 3(3) of ERISA) on behalf of or for the benefit of employees of the Borrower or any Subsidiary and (iii) amounts set aside for payroll and the payment of accrued employee benefits, medical, dental and employee benefits claims to employees of the Borrower or any Subsidiary, in each case, then due and owing (or to be due and owing within ninety (90) days), (b) Deposit Accounts which are used as escrow accounts or as a fiduciary or trust accounts, in each case, for the benefit of unaffiliated third parties (c) other Deposit Accounts,



Securities Accounts and Commodities Accounts of the Borrower and its Domestic Subsidiaries that are not Controlled Accounts which, in the aggregate, do not have an average monthly balance exceeding \$15,000,000 and (d) Fourth Amendment Credit Support Cash Collateral Accounts (as defined in the Existing Credit Agreement).

“Unfinanced Capital Expenditures” means, for any period, Capital Expenditures made during such period which are not financed from the proceeds of any indebtedness.

“Uniform Commercial Code” or “UCC” means the Uniform Commercial Code as from time to time in effect in the State of New York; provided, however, that, in the event that, by reason of mandatory provisions of law, any of the attachment, perfection or priority of the Administrative Agent’s Lien in any DIP Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term “Uniform Commercial Code” means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof or of any security instrument relating to such attachment, perfection, the effect thereof or priority and for purposes of definitions related to such provisions.

“United States” or “U.S.” means the United States of America.

“U.S. Dollars” and “\$” means dollars in lawful currency of the United States.

“U.S. Dollar Equivalent” means on any date, with respect to any amount denominated in any Alternate Currency, the equivalent in U.S. Dollars that may be purchased with such currency at the Spot Exchange Rate (determined as of the most recent Calculation Date) with respect to such currency at such date.

“U.S. Person” means a “United States person” within the meaning of Section 7701(a)(30) of the Code.

“U.S. Special Resolution Regimes” has the meaning assigned to such term in Section 9.14.

“U.S. Tax Compliance Certificate” has the meaning assigned to such term in Section 3.4(g)(ii)(B)(3).

“Variance Report” means a line-by-line report, in .pdf and excel formats and in a form reasonably satisfactory to the Required Lenders detailing any variance (whether plus or minus and expressed as a percentage) (a) between the actual aggregate cash disbursements other than Professional Fees related to the Chapter 11 Cases made during the relevant Testing Period by the Loan Parties against the projected aggregate cash disbursements other than Professional Fees related to the Chapter 11 Cases set forth in the Budget for the relevant Testing Period and (b) the actual total cash receipts received during the relevant Testing Period by the Borrower and its Subsidiaries against the projected total cash receipts set forth in the Budget for the relevant Testing Period and (c) the actual aggregate amount of operating disbursements (including Capital Expenditures) made during the relevant Testing Period by the Loan Parties against the projected aggregate amount of operating disbursements (including Capital Expenditures) set forth in the Budget for the relevant Testing Period; provided that Professional Fees related to the Chapter 11 Cases made during the relevant Testing Period should be included on the line-by-line report even though excluded for purpose of variance testing.

“Weekly Reporting Period” means any period during which one or more of the Loan Parties is required to deliver certain certificates, documents and other information on a weekly basis in accordance with the terms of this Agreement. A Weekly Reporting Period shall be triggered upon (a) the occurrence



an Event of Default, (b) Availability on any date being less than the greater of (i) \$25,000,000 and (ii) 17.5% of the lesser of the Aggregate Commitment and the Borrowing Base or (c) the sum of (i) excess Availability and (ii) unrestricted cash of the Loan Parties is less than \$50,000,000 (it being understood that unrestricted cash shall exclude (A) any cash of Loan Parties not held in a Controlled Account, (B) any cash which is pledged to secure any Loan Party's obligations under any letter of credit or other obligations (including Letters of Credit) and (C) Eligible Cash). Once triggered, a Weekly Reporting Period shall remain in effect at all times thereafter until (x) with respect to any period triggered under the foregoing clause (a), such Event of Default has been cured or waived in accordance with the Loan Documents, (y) with respect to any period triggered under the foregoing clause (b), Availability remains in excess of the applicable threshold set forth therein for 30 consecutive days or (z) with respect to any period triggered under the foregoing clause (c), the sum of (i) excess Availability and (ii) unrestricted cash of the Loan Parties remains in excess of \$50,000,000 for 30 consecutive days (it being understood that unrestricted cash shall exclude (A) any cash of Loan Parties not held in a Controlled Account, (B) any cash which is pledged to secure any Loan Party's obligations under any letter of credit or other obligations (including Letters of Credit) and (C) Eligible Cash).

"Wholly-Owned Subsidiary" of a Person means (a) any Subsidiary all of the outstanding voting securities (other than directors' qualifying shares or shares required by applicable law to be held by a Person other than the Borrower or its Subsidiaries) of which shall at the time be owned or Controlled, directly or indirectly, by such Person or one or more Wholly-Owned Subsidiaries of such Person, or by such Person and one or more Wholly-Owned Subsidiaries of such Person, or (b) any partnership, limited liability company, association, joint venture or similar business organization 100% of the ownership interests having ordinary voting power of which shall at the time be so owned or Controlled.

"Withholding Agent" means any Loan Party and the Administrative Agent.

"Write-Down and Conversion Powers" means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

## 1.2 Other Definitional Provisions.

(a) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in the other Loan Documents or any certificate or other document made or delivered pursuant hereto or thereto.

(b) As used herein and in the other Loan Documents, and any certificate or other document made or delivered pursuant hereto or thereto, (a) accounting terms relating to the Parent or any of its subsidiaries not defined in Section 1.1 and accounting terms partly defined in Section 1.1, to the extent not defined, shall have the respective meanings given to them under GAAP (provided that all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made without giving effect to (i) any election under Accounting Standards Codification 825-10-25 (previously referred to as Statement of Financial Accounting Standards 159) (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or

effect) to value any indebtedness or other liabilities of the Parent or any subsidiary at “fair value”, as defined therein and (ii) any treatment of indebtedness in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect)) to value any such indebtedness in a reduced or bifurcated manner as described therein, and such indebtedness shall at all times be valued at the full stated principal amount thereof, (b) the words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”, (c) the word “incur” shall be construed to mean incur, create, issue, assume, become liable in respect of or suffer to exist (and the words “incurred” and “incurrence” shall have correlative meanings), (d) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, Equity Interest, securities, revenues, accounts, leasehold interests and contract rights, and (e) references to agreements shall, unless otherwise specified, be deemed to refer to such agreements as amended, supplemented, restated or otherwise modified from time to time.

(c) The words “hereof”, “herein” and “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(d) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(e) For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction’s laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized and acquired on the first date of its existence by the holders of its Equity Interests at such time.

1.3 Interest Rates, LIBOR Notifications. Upon the occurrence of a Benchmark Transition Event, a Term SOFR Transition Event or an Early Opt-in Election, Section 3.2(b) and (c) provide the mechanism for determining an alternative rate of interest. The Administrative Agent will promptly notify the Borrower, pursuant to Section 3.2(e), of any change to the reference rate upon which the interest rate on Eurodollar Advances is based. However, the Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission or any other matter related to the London interbank offered rate or other rates in the definition of “Eurodollar Base Rate” or with respect to any alternative or successor rate thereto, or replacement rate thereof (including, without limitation, (i) any such alternative, successor or replacement rate implemented pursuant to Section 3.2(b) or (c), whether upon the occurrence of a Benchmark Transition Event, a Term SOFR Transition Event or an Early Opt-in Election, and (ii) the implementation of any Benchmark Replacement Conforming Changes pursuant to Section 3.2(d)), including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the Eurodollar Base Rate or have the same volume or liquidity as did the London interbank offered rate prior to its discontinuance or unavailability.

1.4 Letters of Credit. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the amount of such Letter of Credit available to be drawn at such time; provided that with respect to any Letter of Credit that, by its terms related thereto, provides for one or more automatic increases in the available amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum amount is available to be drawn at such time. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn

thereunder by reason of the operation of Article 29(a) of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600 (or such later version thereof as may be in effect at the applicable time) or Rule 3.13 or Rule 3.14 of the International Standby Practices, International Chamber of Commerce Publication No. 590 (or such later version thereof as may be in effect at the applicable time) or similar terms of the Letter of Credit itself, or if compliant documents have been presented but not yet honored, such Letter of Credit shall be deemed to be “outstanding” and “undrawn” in the amount so remaining available to be paid, and the obligations of the Borrower and the Lender to the Secured Parties shall remain in full force and effect until the Issuing Lender shall have no further obligations to make any payments or disbursements under any circumstances with respect to any Letter of Credit.

## ARTICLE II THE CREDITS

2.1 [Reserved].

2.2 Letters of Credit.

2.2.1 L/C Commitments.

(a) Subject to the terms and conditions hereof, including, without limitation, entry of the DIP Order, the Issuing Lender, in reliance on the agreements of the other Lenders set forth in Section 2.2.4(a), agrees (i) that the Existing Letters of Credit set forth on Schedule 5 shall be deemed issued under this Agreement on and after the Closing Date and shall constitute Letters of Credit for all purposes hereunder and under the Loan Documents, (ii) from time to time on any Business Day on and after the Closing Date but prior to the entry of the Final Order, to renew or extend Existing Letters of Credit or replace an Existing Letter of Credit that has expired or terminated without being drawn, and (iii) agrees to issue Letters of Credit for the account of the Borrower or any of its Subsidiaries on any Business Day from the beginning of the date of the entry of the Final Order until the end of the Commitment Period in such form as may be approved from time to time by the Issuing Lender; provided that the Issuing Lender shall have no obligation to issue any Letter of Credit if, after giving effect to such issuance, (i) the L/C Obligations would exceed \$120,000,000, (ii) the L/C Exposure of any Issuing Lender would exceed such Issuing Lender’s L/C Commitment, (iii) the Credit Exposure of any Lender would exceed such Lender’s Commitment, (iv) 105% of the U.S. Dollar Equivalent of the L/C Obligations attributable to Letters of Credit denominated in Alternate Currencies would exceed the lesser of (A) \$40,000,000 and (B) the Availability or (v) the Aggregate Exposure would exceed the least of (A) the Aggregate Commitment and (B) the Borrowing Base. Without limiting the foregoing (i) each such Existing Letter of Credit shall be included in the calculation of the L/C Exposure, (ii) all liabilities of the Borrower and the other Loan Parties with respect to such Existing Letters of Credit shall constitute Obligations and (iii) each Lender shall have reimbursement obligations with respect to such Existing Letters of Credit as provided in Section 2.2.4.

(b) Each Letter of Credit shall (i) be denominated in U.S. Dollars or, if agreed by the Issuing Lender, any Alternate Currency and (ii) expire no later than the Termination Date. Notwithstanding the foregoing, any Letter of Credit issued or deemed issues pursuant to Section 2.2.1(a) hereunder (including Existing Letters of Credit ) may, in the sole discretion of the Issuing Lender with respect to Letters of Credit other than Existing Letters of Credit, expire after the Termination Date, provided that the Borrower shall provide cash collateral in an amount equal to 105% of the L/C Obligations (or, as applicable, the U.S. Dollar Equivalent of such L/C Obligations with respect to Letters of Credit issued in Alternative Currencies) in respect of any such outstanding Letter of Credit to the Issuing Lender at least 30 days prior to the Termination Date and enter into a reimbursement agreement on terms acceptable to the applicable Issuing Lender, which such amount shall be (A) deposited by the Borrower in an account with and in the

name of the Issuing Lender and (B) held by such Issuing Lender for the satisfaction of the Borrower's reimbursement obligations in respect of such Letter of Credit until the expiration of such Letter of Credit. Any Letter of Credit issued with an expiration date beyond the Termination Date shall, to the extent of any undrawn amount remaining thereunder on the Termination Date, cease to be a "Letter of Credit" outstanding for all purposes under this Agreement.

(c) The Issuing Lender shall not at any time be obligated to issue any Letter of Credit if such issuance would conflict with, or cause the Issuing Lender or any L/C Participant to exceed any limits imposed by, any applicable requirement of law.

2.2.2 Procedure for Issuance of Letter of Credit. The Borrower may from time to time request that the Issuing Lender issue a Letter of Credit by delivering to the Issuing Lender at its address for notices specified herein an Application therefor, completed to the satisfaction of the Issuing Lender, and such other certificates, documents and other papers and information as the Issuing Lender may request. Upon receipt of any Application, the Issuing Lender will process such Application and the certificates, documents and other papers and information delivered to it in connection therewith in accordance with its customary procedures and shall promptly issue the Letter of Credit requested thereby (but in no event shall the Issuing Lender be required to issue any Letter of Credit earlier than three Business Days after its receipt of the Application therefor and all such other certificates, documents and other papers and information relating thereto) by issuing the original of such Letter of Credit to the beneficiary thereof or as otherwise may be agreed to by the Issuing Lender and the Borrower. The Issuing Lender shall furnish a copy of such Letter of Credit to the Borrower promptly following the issuance thereof. The Issuing Lender shall promptly furnish to the Administrative Agent, which shall in turn promptly furnish to the Lenders, notice of the issuance of each Letter of Credit (including the amount thereof). Following receipt of such notice and prior to the issuance of a requested Letter of Credit, the Administrative Agent shall calculate the U.S. Dollar Equivalent of such Letter of Credit if it is to be denominated in an Alternate Currency and shall notify the Borrower and the Issuing Lender of the Aggregate Exposure after giving effect to (a) the issuance of such Letter of Credit and (b) the issuance or expiration of any other Letter of Credit that is to be issued or will expire prior to the requested date of issuance of such Letter of Credit. A Letter of Credit shall be issued only if (and upon delivery of an Application therefor and the issuance thereof the Borrower shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension (i) the L/C Obligations shall not exceed \$120,000,000, (ii) 105% of the U.S. Dollar Equivalent of the L/C Obligations applicable to Letters of Credit denominated in Alternate Currencies shall not exceed the lesser of (A) \$40,000,000 and (B) the Availability and (iii) the Aggregate Exposure shall not exceed the lesser of (A) the Aggregate Commitment and (B) the Borrowing Base.

### 2.2.3 Letter of Credit Fees.

(a) The Borrower agrees to pay the Issuing Lender a fronting fee in U.S. Dollars in an amount agreed between the Borrower and the Issuing Lender (but not less than 0.25% per annum on the U.S. Dollar Equivalent of the face amount of the Letter of Credit), payable monthly in arrears on each Payment Date, for the term of the Letter of Credit, together with the Issuing Lender's customary letter of credit issuance and processing fees. The fronting fee and customary letter of credit issuance and processing fees shall be retained by the Issuing Lender, which fee shall not be shared with the other Lenders.

(b) In addition, the Borrower agrees to pay the Administrative Agent a fee in U.S. Dollars equal to the Applicable Letter of Credit Fee Rate (on a per annum basis) shown on the Pricing Schedule times the U.S. Dollar Equivalent of the aggregate face amount of all outstanding Letters of Credit (as reduced from time to time), payable monthly in arrears on each Payment Date, for the term of the Letter of Credit and shall be shared by the Issuing Lender and the other Lenders on the basis of each Lender's Pro Rata Share.

#### 2.2.4 L/C Participations.

(a) The Issuing Lender irrevocably agrees to grant and hereby grants to each L/C Participant, and, to induce the Issuing Lender to issue Letters of Credit, each L/C Participant irrevocably agrees to accept and purchase and hereby accepts and purchases from the Issuing Lender, on the terms and conditions set forth below, for such L/C Participant's own account and risk an undivided interest equal to such L/C Participant's Pro Rata Share in the Issuing Lender's obligations and rights under and in respect of each Letter of Credit and the amount of each draft paid by the Issuing Lender thereunder (each such grant and purchase, an "L/C Participation"). Each L/C Participant agrees with the Issuing Lender that, if a draft is paid under any Letter of Credit for which the Issuing Lender is not reimbursed in full by the Borrower in accordance with the terms of this Agreement (or in the event that any reimbursement received by the Issuing Lender shall be required to be returned by it at any time), such L/C Participant shall pay in U.S. Dollars to the Issuing Lender upon demand at the Issuing Lender's address for notices specified herein an amount equal to such L/C Participant's Pro Rata Share of the U.S. Dollar Equivalent of the amount that is not so reimbursed (or is so returned). Each L/C Participant's obligation to pay such amount shall be absolute and unconditional and shall not be affected by any circumstance, including (i) any setoff, counterclaim, recoupment, defense or other right that such L/C Participant may have against the Issuing Lender, the Borrower or any other Person for any reason whatsoever, (ii) the occurrence or continuance of a Default or an Event of Default or the failure to satisfy any of the other conditions specified in Article IV, (iii) any adverse change in the condition (financial or otherwise) of the Borrower, (iv) any breach of this Agreement or any other Loan Document by the Borrower, any other Loan Party or any other L/C Participant or (v) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing.

(b) If any amount required to be paid by any L/C Participant to the Issuing Lender pursuant to Section 2.2.4(a) in respect of any unreimbursed portion of any payment made by the Issuing Lender under any Letter of Credit is paid to the Issuing Lender within three Business Days after the date such payment is due, such L/C Participant shall pay to the Issuing Lender on demand an amount equal to the product of (i) such amount, times (ii) the daily average Federal Funds Effective Rate during the period from and including the date such payment is required to the date on which such payment is immediately available to the Issuing Lender, times (iii) a fraction the numerator of which is the number of days that elapse during such period and the denominator of which is 360. If any such amount required to be paid by any L/C Participant pursuant to Section 2.2.4(a) is not made available to the Issuing Lender by such L/C Participant within three Business Days after the date such payment is due, the Issuing Lender shall be entitled to recover from such L/C Participant, on demand, such amount with interest thereon calculated from such due date at the rate *per annum* equal to the Floating Rate in effect from time to time. A certificate of the Issuing Lender submitted to any L/C Participant with respect to any amounts owing under this Section shall be conclusive in the absence of manifest error.

(c) Whenever, at any time after the Issuing Lender has made payment under any Letter of Credit and has received from any L/C Participant its Pro Rata Share of such payment in accordance with Section 2.2.4(a) or (b), the Issuing Lender receives any payment related to such Letter of Credit (whether directly from the Borrower or otherwise, including proceeds of collateral applied thereto by the Issuing Lender), or any payment of interest on account thereof, the Issuing Lender will distribute to such L/C Participant its Pro Rata Share thereof; provided, however, that in the event that any such payment received by the Issuing Lender shall be required to be returned by the Issuing Lender, such L/C Participant shall return to the Issuing Lender the portion thereof previously distributed by the Issuing Lender to it.

2.2.5 Reimbursement Obligation of the Borrower. If any draft is paid under any Letter of Credit, the Borrower shall reimburse the Issuing Lender for the amount of (a) the draft so paid in the currency in which such Letter of Credit was issued and (b) any taxes, fees, charges or other costs or



expenses incurred by the Issuing Lender in connection with such payment, not later than 11:00 a.m., Chicago time, on (i) the Business Day that the Borrower receives notice of such draft, if such notice is received on such day prior to 10:00 a.m., Chicago time if such Letter of Credit is denominated in U.S. Dollars or Canadian dollars, or (ii) if clause (i) above does not apply, the Business Day immediately following the day that the Borrower receives such notice. Each such payment shall be made to the Issuing Lender at its address for notices referred to herein in the currency in which such draft is payable (except that, in the case of any Letter of Credit denominated in any currency other than U.S. Dollars, upon notice by the Issuing Lender to the Borrower, such payment shall be made in U.S. Dollars from and after the date on which the amount of such payment shall have been converted into U.S. Dollars at the Spot Exchange Rate on such date of conversion, which date of conversion shall be selected by the Issuing Lender and may be any Business Day after the date on which such payment is due) and in immediately available funds. Interest shall be payable on any such amounts from the date on which the relevant draft is paid until payment in full at (x) until the Business Day next succeeding the date of the relevant notice, the Floating Rate and (y) thereafter, the rate set forth in Section 2.10; provided, that if any such amount is denominated in a currency other than U.S. Dollars for any period, such interest shall be payable for such period at the Alternate Currency Overnight Rate. If, as a result of fluctuations in the exchange rate between the U.S. Dollar and any Alternate Currency, the amount of the L/C Obligations exceeds 105% of the L/C Commitment, then the Borrower shall deposit within three Business Days of demand by the Administrative Agent as cash collateral, an amount in U.S. Dollars equal to such excess. The obligation to deposit amounts shall be absolute and unconditional, without regard to whether any beneficiary of any such Letter of Credit has attempted to draw down all or a portion of such amount under the terms of a Letter of Credit. If (1) the Borrower was required to provide an amount of cash collateral hereunder as a result of the L/C Obligations exceeding the L/C Commitment due to fluctuations in the exchange rate between the U.S. Dollar and any applicable Alternate Currency (2) the L/C Obligations no longer exceed the L/C Commitment and (3) the Borrower is not otherwise required to post cash collateral in respect of the Letters of Credit hereunder which has not been posted, then the amount of such excess shall be returned to such Borrower within five Business Days upon request of the Borrower.

2.2.6 Obligations Absolute. The Borrower's obligations under this Section 2.2 shall be absolute, unconditional and irrevocable under any and all circumstances and irrespective of any setoff, counterclaim or defense to payment that the Borrower may have or have had against the Issuing Lender, any beneficiary of a Letter of Credit or any other Person. The Borrower also agrees with the Issuing Lender that the Issuing Lender shall not be responsible for, and the Borrower's reimbursement obligations under Section 2.2.5 shall not be affected by, among other things, the validity or genuineness of documents or of any endorsements thereon, even though such documents shall in fact prove to be invalid, fraudulent or forged (including, for the avoidance of doubt, in connection with the Administrative Agent's reliance on any Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), or any dispute between or among the Borrower and any beneficiary of any Letter of Credit or any other party to which such Letter of Credit may be transferred or any claims whatsoever of the Borrower against any beneficiary of such Letter of Credit or any such transferee. The Issuing Lender shall not be liable for any error, omission, interruption or delay in transmission, dispatch or delivery of any message or advice, however transmitted, in connection with any Letter of Credit, except for errors or omissions found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Issuing Lender. The Borrower agrees that any action taken or omitted by the Issuing Lender under or in connection with any Letter of Credit or the related drafts or documents, if done in the absence of gross negligence or willful misconduct, shall be binding on the Borrower and shall not result in any liability of the Issuing Lender to the Borrower.

2.2.7 Letter of Credit Payments. The Issuing Lender shall, within the period stipulated by terms and conditions of the applicable Letter of Credit following its receipt thereof, promptly

following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit. After such examination, the Issuing Lender shall promptly notify the Administrative Agent and the Borrower by telephone (confirmed by facsimile) of such demand for payment and whether the Issuing Lender has made or will make an L/C Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not relieve the Borrower of its obligation to reimburse the Issuing Lender and the Lenders with respect to any such L/C Disbursement. The responsibility of the Issuing Lender to the Borrower in connection with any draft presented for payment under any Letter of Credit shall, in addition to any payment obligation expressly provided for in such Letter of Credit, be limited to determining that the documents (including each draft) delivered under such Letter of Credit in connection with such presentment are substantially in conformity with such Letter of Credit.

2.2.8 Applications. To the extent that any provision of any Application related to any Letter of Credit is inconsistent with the provisions of this Section 2.2, the provisions of this Section 2.2 shall apply.

2.2.9 Cash Collateralization. If any Event of Default shall occur and be continuing, on the Business Day that the Borrower receives notice from the Administrative Agent or the Required Lenders demanding the deposit of cash collateral pursuant to this paragraph, the Borrower shall (a) deposit in an account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Lenders (the "L/C Collateral Account"), an amount in cash equal to 105% of the amount of the L/C Exposure as of such date plus accrued and unpaid interest thereon and (b) execute any documents and agreements, including the Administrative Agent's standard form assignment of deposit accounts, that the Administrative Agent requests in connection therewith to establish the L/C Collateral Account and grant the Administrative Agent a security interest in such account and the funds therein; *provided* that the obligation to deposit such cash collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to the Borrower described in Section 7.7 or Section 7.8. Such deposit shall be held by the Administrative Agent as collateral for the payment and performance of the Secured Obligations. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over the L/C Collateral Account and the Borrower hereby grants the Administrative Agent a security interest in the L/C Collateral Account and all money or other assets on deposit therein or credited thereto. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent and at the Borrower's risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in the L/C Collateral Account. Moneys in the L/C Collateral Account shall be applied by the Administrative Agent to reimburse the Issuing Lender for L/C Disbursements for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrower for the L/C Exposure at such time and, following an Event of Default if there is no L/C Exposure at such time, at the direction of the Required Lenders and each Issuing Lender with a Letter of Credit then outstanding, to satisfy other Secured Obligations. If the Borrower is required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to the Borrower within three (3) Business Days after all such Events of Defaults have been cured or waived as confirmed in writing by the Administrative Agent. The Administrative Agent shall exercise reasonable care in the custody and preservation of any funds held in the L/C Collateral Account and shall be deemed to have exercised such care if such funds are accorded treatment substantially equivalent to that which the Administrative Agent accords its own property, it being understood that the Administrative Agent shall not have any responsibility for taking any necessary steps to preserve rights against any parties with respect to any such funds.

2.2.10 Replacement of an Issuing Lender.



(a) An Issuing Lender may be replaced at any time by written agreement among the Borrower, the Administrative Agent, the replaced Issuing Lender and the successor Issuing Lender. The Administrative Agent shall notify the Lenders of any such replacement of an Issuing Lender. At the time any such replacement shall become effective, the Borrower shall pay all unpaid fees accrued for the account of the replaced Issuing Lender pursuant to Section 2.2.3. From and after the effective date of any such replacement, (i) the successor Issuing Lender shall have all the rights and obligations of an Issuing Lender under this Agreement with respect to Letters of Credit to be issued by such Issuing Lender thereafter and (ii) references herein to the term "Issuing Lender" shall be deemed to refer to such successor or to any previous Issuing Lender, or to such successor and all previous Issuing Lenders, as the context shall require. After the replacement of an Issuing Lender hereunder, the replaced Issuing Lender shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Lender under this Agreement with respect to Letters of Credit then outstanding and issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit.

(b) Subject to the appointment and acceptance of a successor Issuing Lender, the Issuing Lender may resign as an Issuing Lender at any time upon thirty days' prior written notice to the Administrative Agent, the Borrower and the Lenders, in which case, such Issuing Lender shall be replaced in accordance with Section 2.2.10(a) above.

2.2.11 Eligible Cash Account. Notwithstanding the foregoing or anything to the contrary contained herein, so long as (a) no Default or Event of Default has occurred and is continuing and (b) either (i) Availability exceeds \$25,000,000 for the immediately preceding twenty-eight (28) consecutive days or (ii) all of the outstanding Letters of Credit are cash collateralized in an amount equal to 105% of the L/C Exposure for such Letters of Credit, then subject to Borrower's delivery of a pro forma Borrowing Base Certificate, Borrower may request that (x) in the case of clause (b)(i) above Eligible Cash in an amount equal to the lowest amount by which Availability exceeded \$25,000,000 in the immediately preceding twenty-eight (28) consecutive days and (y) in the case of clause (b)(ii) above, all Eligible Cash, be transferred to another Controlled Account of the Loan Parties that is not fully-blocked, it being understood that upon such transfer, Eligible Cash shall be reduced by the amount of such transferred cash. Upon such request, the Administrative Agent shall promptly transfer such cash as directed by the Borrower.

## 2.3 Mandatory Repayments.

(a) On the Termination Date, subject to Section 2.26, the Borrower hereby unconditionally promises to (i) cash collateralize all outstanding Letters of Credit in an amount equal to 105% of the L/C Exposure for such Letters of Credit and subject to documentation reasonably satisfactory to the Issuing Lenders on the Termination Date and (ii) pay to the Administrative Agent or the applicable Issuing Lender all other Obligations then outstanding. Upon the Termination Date, subject to Section 2.26, the Lenders shall be entitled to immediate payment and cash collateralization of the Secured Obligations without further application to or order of the Bankruptcy Court.

(b) In the event and on such occasion that the Aggregate Exposure exceeds the lesser of (i) the Aggregate Commitment and (ii) the Borrowing Base, the Borrower shall prepay L/C Exposure or cash collateralize L/C Exposure pursuant to Section 2.2.9, in an aggregate amount equal to such excess; provided that any outstanding reimbursement obligations in respect of L/C Obligations shall be prepaid prior to any cash collateralization.

(c) At all times during any Cash Dominion Trigger Period, on each Business Day, the Administrative Agent shall apply all funds credited to the Concentration Account on such Business Day or

the immediately preceding Business Day (at the discretion of the Administrative Agent, whether or not immediately available), to cash collateralize the L/C Exposure in accordance with Section 2.2.9. Notwithstanding the foregoing, to the extent any funds credited to the Concentration Account constitute Net Available Cash, the application of such Net Available Cash shall be subject to Section 2.3(d).

(d) If an Event of Default or Cash Dominion Trigger Period is in effect and any Borrowing Base Party receives any Net Available Cash in respect of any Prepayment Event, then (i) the Borrower shall within five (5) Business Days following its receipt of such Net Available Cash cash collateralize the L/C Exposure in accordance with Section 2.2.9 and (ii) if such Prepayment Event occurs with respect to assets or property included Borrowing Base, within five (5) Business Days following its receipt of such Net Available Cash, the Borrower shall deliver a of a pro forma Borrowing Base Certificate.

(e) All such amounts pursuant to Section 2.3(d) shall be applied, only if an Event of Default has occurred and is continuing, to cash collateralize the L/C Exposure in accordance with Section 2.2.9.

(f) [reserved].

#### 2.4 Commitment Fee; Reductions in Aggregate Commitment; Other Fees.

(a) The Borrower agrees to pay to the Administrative Agent, to be shared by the Lenders on the basis of each Lender's Pro Rata Share, a commitment fee at a *per annum* rate equal to the Commitment Fee Rate on the daily unused portion of the Aggregate Commitment during the Commitment Period, payable monthly in arrears on each Payment Date and on the Termination Date. For the purposes hereof, "unused portion" means the Aggregate Commitment, minus the aggregate face amount of all outstanding Letters of Credit.

(b) The Borrower may permanently reduce the Aggregate Commitment in whole or in part ratably among the Lenders in integral multiples of \$1,000,000, upon at least five Business Days' written notice to the Administrative Agent, which notice shall specify the amount of any such reduction, provided, however, that the amount of the Aggregate Commitment may not be reduced below the aggregate face amount of all outstanding Letters of Credit.

(c) The Borrower agrees to pay to the Administrative Agent the fees in the amounts and on the dates as set forth in any fee agreements with the Administrative Agent and to perform any other obligations contained therein.

2.5 [Reserved].

2.6 [Reserved].

2.7 [Reserved].

2.8 [Reserved].

2.9 [Reserved].

2.10 Rates Applicable After Default. During the continuance of an Event of Default under Section 7.1(b), the Applicable Letter of Credit Fee Rate applicable to each outstanding Letter of Credit with respect to which such Event of Default shall exist, shall increase at a rate equal to 2% *per annum*, and all

interest, fees and other amounts outstanding hereunder shall bear interest at a rate *per annum* equal to the Floating Rate in effect from time to time plus 2% *per annum*.

2.11 Method of Payment.

(a) Each payment by the Borrower on account of any fees (except as set forth in any agreement governing the payment thereof) and any reduction of the Commitments of the Lenders shall be made *pro rata* according to the respective Pro Rata Shares of the Lenders.

(b) [reserved].

(c) All payments of the Obligations (other than with respect to Rate Management Obligations and Specified Cash Management Obligations) hereunder shall be made, without setoff, deduction, or counterclaim, in immediately available funds to the Administrative Agent at the Administrative Agent's address specified pursuant to Article XIII, or at any other Lending Installation of the Administrative Agent specified in writing by the Administrative Agent to the Borrower, by 12:00 p.m., Chicago time, on the date when due. Each payment delivered to the Administrative Agent for the account of any Lender shall be delivered promptly by the Administrative Agent to such Lender in the same type of funds that the Administrative Agent received at the Funding Office or at any Lending Installation specified in a notice received by the Administrative Agent from such Lender. The Administrative Agent is hereby authorized to charge the account of the Borrower maintained with the Administrative Agent for each payment of principal, interest and bank fees as they become due hereunder; all other fees due hereunder shall be paid by Borrower upon the receipt of an invoice at Borrower's address.

2.12 [Reserved].

2.13 [Reserved].

2.14 [Reserved].

2.15 Notification of Commitment Reductions. Promptly after receipt thereof, the Administrative Agent will notify each Lender of the contents of each Aggregate Commitment reduction notice received by it hereunder. The Administrative Agent will give each Lender prompt notice of each change in the Alternate Base Rate.

2.16 Lending Installations. Each Lender may book its L/C Participations and each Issuing Lender may issue Letters of Credit at any Lending Installation of its choosing and may change its Lending Installation from time to time. All terms of this Agreement shall apply to any such Lending Installation and Letters of Credit issued hereunder of participations therein shall be deemed held by each Lender or Issuing Lender, as applicable, for the benefit of any such Lending Installation. Each Lender and Issuing Lender may, by written notice to the Administrative Agent and the Borrower in accordance with Article XIII, designate replacement or additional Lending Installations through which Letters of Credit will be issued or participated in by it and for whose account payments are to be made.

2.17 [Reserved].

2.18 Collateral and Guarantees.

(a) On the Closing Date, the Secured Obligations shall be secured by the DIP Order.

(b) [reserved].

(c) [reserved].

(d) On any date, in the case of any Domestic Subsidiary that is not previously subject to the collateral requirements set forth in Section 2.18(a) but which has a total Adjusted Book Value exceeding \$25,000,000 at the end of any fiscal quarter after the Closing Date, the Borrower covenants and agrees to cause such Subsidiary to become a Subsidiary Guarantor and to execute or cause to be executed, within 30 days (or such later date as may be reasonably agreed to by the Administrative Agent) after the end of such fiscal quarter, Collateral Documents reasonably required by the Administrative Agent in order to subject such Domestic Subsidiary to the collateral requirements set forth in Section 2.18(a). In addition, if any Domestic Subsidiary incurs or otherwise becomes liable for any Funded Indebtedness or Guarantee Obligation, such Subsidiary shall contemporaneously become a Guarantor pursuant to documentation reasonably satisfactory to the Administrative Agent. The Borrower shall also, if requested by the Administrative Agent, deliver to the Administrative Agent certificates and legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Administrative Agent. Once a Domestic Subsidiary has executed Collateral Documents, the Collateral Documents for that Domestic Subsidiary shall remain in effect irrespective of its total Adjusted Book Value. Notwithstanding the foregoing, the aggregate Adjusted Book Value of all Domestic Subsidiaries not subject to the guaranty and collateral requirements of this Section 2.18 shall at no time exceed \$200,000,000.

(e) The Parent, the Borrower and its Domestic Subsidiaries shall be subject to cash dominion at all times from the Closing Date through the Termination Date. All Deposit Accounts, Securities Accounts and Commodities Accounts (other than any Uncontrolled Account for so long as it is an Uncontrolled Account) of the Parent, the Borrower and its Domestic Subsidiaries shall be Controlled Accounts. The Parent and the Borrower will, and will cause each of the Borrower's Domestic Subsidiaries to, in connection with any Deposit Account, Securities Account or Commodity Account (other than any Uncontrolled Account for so long as it is an Uncontrolled Account), enter into and deliver to the Administrative Agent a Control Agreement, in form and substance reasonably satisfactory to the Administrative Agent, on the following dates (or, in each case, such later date as the Administrative Agent may agree in its sole discretion): (i) the Closing Date or (ii) with respect to Deposit Accounts, Securities Accounts and Commodities Accounts of the Borrower and its Domestic Subsidiaries (other than any Uncontrolled Account for so long as it is an Uncontrolled Account) established on or after the Closing Date, promptly but in any event within thirty (30) days of the date such account is established. During a Cash Dominion Trigger Period (defined below), cash on hand and collections which are received into any Controlled Account shall be swept on a daily basis and to the extent necessary any securities held in any Securities Account shall be liquidated and the cash proceeds swept into a blocked account maintained with the Administrative Agent (the "Concentration Account"). As used herein, a "Cash Dominion Trigger Period" shall mean a period which commences immediately upon (a) the occurrence of any Event of Default or (b) on any date when Availability is less than the greater of (i) \$20,000,000 and (ii) 15% of the lesser of (A) the Aggregate Commitment and (B) the Borrowing Base. Once triggered, a Cash Dominion Trigger Period shall remain in effect at all times thereafter until (x) any period triggered under clause (a) of the foregoing sentence shall cease upon the cure or waiver of such Event of Default in accordance with the Loan Documents, (y) any period triggered under clause (b) of the foregoing sentence shall cease on the date Availability exceeds the threshold set forth therein for at least 30 consecutive days or (z) all of the outstanding Letters of Credit are cash collateralized in an amount equal to 105% of the L/C Exposure for such Letters of Credit.

(f) The Parent and the Borrower will, and will cause each of the Borrower's Domestic Subsidiaries to notify the Administrative Agent of any Deposit Account, Securities Account or Commodity Account (other than any Uncontrolled Account for so long as such account remains an Uncontrolled Account) that is established, held or maintained such Person that is not otherwise listed on Schedule 4.

Notice under this Section 2.18(f) shall be delivered to the Administrative Agent in writing promptly but, in any event, not more than 5 Business Days (or such later date as may be reasonably agreed to by the Administrative Agent) following the establishment of any such account.

(g) Each Loan Party will, and will cause each of its subsidiaries that is a Loan Party to, execute and deliver, or cause to be executed or delivered, to the Administrative Agent such documents, agreements and instruments, and will take or cause to be taken such further actions (including the filing and recording of financing statements and other documents and such other actions or deliveries of the type required by Section 4.1(c), as applicable), which may be required by any requirement of law or which the Administrative Agent may, from time to time, reasonably request to carry out the terms and conditions of this Agreement and the other Loan Documents and to ensure perfection and priority of the Liens created or intended to be created by the Collateral Documents, all in form and substance reasonably satisfactory to the Administrative Agent and all at the expense of the Loan Parties.

(h) In no event shall (i) perfection (except to the extent perfected through the filing of Uniform Commercial Code financing statements or analogous filings in the jurisdiction of formation of the applicable Guarantor) be required with respect to letter of credit rights, commercial tort claims, motor vehicles or any other assets subject to certificates of title, (ii) any mortgages be required to be delivered with respect to any real property interests or (iii) Collateral Documents governed by the laws of a jurisdiction other than the United States or any state thereof be required.

2.19 Defaulting Lender. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) Fees shall cease to accrue on the unfunded portion of the Commitment of such Defaulting Lender.

(b) The Commitment amounts outstanding on the L/C Participations of such Defaulting Lender shall not be included in determining whether all Lenders or the Required Lenders have taken or may take any action hereunder (including any consent to any amendment or waiver pursuant to Section 9.11); provided that this clause (b) shall not apply to the vote of a Defaulting Lender in the case of any waiver, amendment or modification (i) requiring the consent of all Lenders or (ii) described in clause (i) or (ii) of the first proviso in Section 9.11.

(c) If any L/C Exposure exists at the time such Lender becomes a Defaulting Lender then:

(i) all or any part of the L/C Exposure of such Defaulting Lender shall be reallocated among the non-Defaulting Lenders in accordance with their respective Pro Rata Shares (calculated without regard to such Defaulting Lender's Commitment) but only to the extent the sum of all non-Defaulting Lenders' Credit Exposure plus such Defaulting Lender's L/C Exposure does not exceed the total of all non-Defaulting Lenders' Commitment. Subject to Section 16.1, no reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a non-Defaulting Lender as a result of such non-Defaulting Lender's increased exposure following such reallocation;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Borrower shall within one Business Day following notice by the Administrative Agent, cash collateralize for the benefit of the Issuing Lender only the Borrower's obligations corresponding to such Defaulting Lender's L/C Exposure (after giving effect to any partial reallocation



pursuant to clause (i) above) in accordance with the procedures set forth in 2.2.9 for so long as such L/C Exposure is outstanding;

(iii) if the Borrower cash collateralizes any portion of such Defaulting Lender's L/C Exposure pursuant to clause (ii) above, the Borrower shall not be required to pay any fees to such Defaulting Lender with respect to such Defaulting Lender's L/C Exposure during the period such Defaulting Lender's L/C Exposure is cash collateralized;

(iv) if the L/C Exposure of the non-Defaulting Lenders is reallocated pursuant to clause (i) above, then the fees payable to the Lenders shall be adjusted in accordance with such non-Defaulting Lenders' Pro Rata Shares; and

(v) if all or any portion of such Defaulting Lender's L/C Exposure is neither reallocated nor cash collateralized pursuant to clause (i) or (ii) above, then, without prejudice to any rights or remedies of the Issuing Lender or any other Lender hereunder, all fees payable under Section 3.3(a) with respect to such Defaulting Lender's L/C Exposure shall be payable to the Issuing Lender until and to the extent that such L/C Exposure is reallocated and/or cash collateralized.

(d) So long as any Lender is a Defaulting Lender, no Issuing Lenders shall be required to issue, amend or increase any Letter of Credit, unless it is satisfied that the related exposure will be 100% covered by the Commitments of the non-Defaulting Lenders and/or cash collateral will be provided by the Borrower.

(e) Any amount payable to such Defaulting Lender under this Agreement (whether on account of principal, interest, fees or otherwise and including any amount that would otherwise be payable to such Defaulting Lender pursuant to this Agreement), shall, in lieu of being distributed to such Defaulting Lender, be retained by the Administrative Agent in a segregated account and, subject to any applicable requirements of law, be applied at such time or times as may be determined by the Administrative Agent (i) first, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder, (ii) second, to the payment of any amounts owing by such Defaulting Lender to any Issuing Lender hereunder, (iii) third, to the cash collateralization of any L/C Participations (in which case any cash collateral posted by the Borrower pursuant to this Section 2.19 shall be released to the Borrower in an equal amount), (iv) fourth, [reserved], (v) fifth, if so determined by the Administrative Agent, held in such account as cash collateral and released *pro rata* in order to cash collateralization of the Issuing Lenders' future L/C Exposure with respect to such Defaulting Lender with respect to future Letters of Credit issued under this Agreement, (vi) sixth, to the payment of any amounts owing to the Lenders or the Issuing Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender or the Issuing Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement, (vii) seventh, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement, and (viii) eighth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Letters of Credit in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such related Letters of Credit were issued at a time when the conditions set forth in Section 4.2 were satisfied or waived, such payment shall be applied solely to pay the L/C Participations owed to, all non-Defaulting Lenders on a *pro rata* basis prior to being applied to the payment of any L/C Participations owed to, such Defaulting Lender until such time as all funded and unfunded L/C Participations are held by the Lenders *pro rata* in accordance with the Commitments hereunder without giving effect to Section 2.19(c)(i). Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post as cash collateral pursuant to this Section 2.19(e)

shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(f) In the event that the Administrative Agent, the Borrower and the Issuing Lender each agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the L/C Exposure of the Lenders shall be readjusted to reflect the inclusion of such Lender's Pro Rata Share; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

(g) The Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require that the Defaulting Lender assign without recourse (in accordance with and subject to the restrictions set forth in Article XII of this Agreement in the case of voluntary assignments by a Lender) all of its interests, rights and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Lender); provided, that (i) such assignee shall have received the prior written approval of the Borrower and the Administrative Agent, which consent shall not be unreasonably withheld, and (ii) such Defaulting Lender shall have received payment of an amount equal to the outstanding principal amount of all Obligations owed to it, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (in the case of such outstanding principal and accrued interest) and from the Borrower (in the case of all other amounts).

(h) If (i) a Bankruptcy Event with respect to a Lender Parent of any Lender shall occur following the Closing Date and for so long as such event shall continue or (ii) the Issuing Lender has a good faith belief that any Lender has defaulted in fulfilling its obligations under one or more other agreements in which such Lender commits to extend credit, the Issuing Lender shall not be required to issue, amend or increase any Letter of Credit, unless the Issuing Lender shall have entered into arrangements with the Borrower or such Lender, satisfactory to the Issuing Lender to defease any risk to it in respect of such Lender hereunder.

2.20 Currency Indemnity. The Borrower shall, and shall cause the other Loan Parties to, make payment relative to any Obligation (including with respect to Letters of Credit) in the currency in which such Obligation was effected (the "Agreed Currency"). If any payment is received on account of any Obligation in any currency other than the Agreed Currency (the "Other Currency") (whether voluntarily or pursuant to an order or judgment or the enforcement thereof or the realization of any collateral under the Collateral Documents or the liquidation of a Loan Party or otherwise), such payment shall constitute a discharge of the liability of the Loan Parties hereunder and under the other Loan Documents in respect of such obligation only to the extent of the amount of the Agreed Currency which the relevant Lender or Agent, as the case may be, is able to purchase with the amount of the Other Currency received by it on the Business Day next following such receipt in accordance with its normal banking procedures in the relevant jurisdiction and applicable law after deducting any costs of exchange. To the fullest extent permitted by applicable law, if the amount of the Other Currency received is insufficient to satisfy the obligation in the Agreed Currency in full, then the Borrower shall on demand indemnify the Issuing Lenders, Lenders and the Administrative Agent from and against any loss or cost arising out of or in connection with such deficiency; provided that if the amount of the Agreed Currency so purchased is greater than the amount of the Agreed Currency due in respect of such liability immediately prior to such judgment or order, voluntary prepayment, realization of collateral, liquidation of a Loan Party or otherwise, then the Agents or the Lenders, as the case may be, agree to return the amount of any excess to the Borrower (or to any other Person who may be entitled thereto under applicable law). To the fullest extent permitted by applicable law, the foregoing indemnity and agreement by each party shall constitute an obligation separate and



independent from all other obligations contained in this Agreement and shall give rise to a separate and independent cause of action.

2.21 [Reserved].

2.22 Banking Services and Rate Management Transactions. Each Lender or Affiliate thereof (other than any Lender who is also the Administrative Agent or is an Affiliate of the Administrative Agent who shall have been deemed to have provided such notice) providing Banking Services for, or having Rate Management Transactions with, any Loan Party or any Subsidiary of a Loan Party shall deliver to the Administrative Agent, promptly after entering into such Banking Services arrangements or Rate Management Transactions, written notice setting forth the aggregate amount of all Specified Cash Management Obligations and Rate Management Obligations of such Loan Party or Subsidiary or thereof to such Lender or Affiliate (whether matured or unmatured, absolute or contingent). In addition, each such Lender or Affiliate thereof (other than any Lender who is also the Administrative Agent or is an Affiliate of the Administrative Agent who shall have been deemed to have provided such notice) shall deliver to the Administrative Agent, from time to time after a significant change therein or upon a request therefor, a summary of the amounts due or to become due in respect of such Specified Cash Management Obligations and Rate Management Obligations. The most recent information provided to the Administrative Agent shall be used in determining the amounts to be applied in respect of such Specified Cash Management Obligations and/or Rate Management Obligations pursuant to Section 8.3(f). It is understood and agreed that Lenders who were also Lenders under the Existing Credit Agreement that, prior to the Closing Date, provided notices to the Existing Agent in respect of Banking Services for, or Rate Management Transactions with, any Loan Party or any Subsidiary of a Loan Party shall have been deemed to have provided such notices under this Agreement.

2.23 [Reserved].

2.24 Priority and Liens. The Loan Parties hereby covenant, represent and warrant that, upon entry of the DIP Order, the Secured Obligations of the Loan Parties hereunder and under the other Loan Documents and the DIP Order, shall have the priority and liens set forth in the DIP Order, subject to the Carve-Out as described therein.

2.25 No Discharge, Survival of Claims. Subject to Section 2.26, the Borrower and each other Guarantor agrees that (a) any Confirmation Order entered in the Chapter 11 Cases shall not discharge or otherwise affect in any way any of the Secured Obligations of the Loan Parties to the Secured Parties under this Agreement and the related Loan Documents, other than after the payment in full in cash to the Secured Parties of all Secured Obligations under the DIP Facility (and the cash collateralization of all outstanding Letters of Credit in an amount equal to 105% of the L/C Exposure for such Letters of Credit and subject to documentation reasonably satisfactory to the Issuing Lenders) and the related Loan Documents on or before the effective date of a plan of reorganization and termination of the Commitments and (b) to the extent its Secured Obligations hereunder and under the other Loan Documents are not satisfied in full, (i) its Secured Obligations arising hereunder shall not be discharged by the entry of a Confirmation Order (and each Loan Party, pursuant to Section 1141(d)(4) of the Bankruptcy Code, hereby waives any such discharge) and (ii) the Superpriority Claim granted to the Administrative Agent, the Lenders pursuant to the DIP Order and the Liens granted to the Administrative Agent pursuant to the DIP Order shall not be affected in any manner by the entry of a Confirmation Order.

2.26 Conversion to Exit Facility Agreement. Upon the satisfaction or waiver of the Exit Conversion Conditions set forth on Schedule 2.26, automatically and without any further consent or action required by the Administrative Agent or any Lender, (a) each Letter of Credit hereunder shall be deemed refinanced, replaced and issued as a Letter of Credit, as applicable, under the Exit Facility Agreement, (b)

in connection therewith the Borrower, in its capacity as reorganized SESI, L.L.C., and each Guarantor, in its capacity as a reorganized debtor, to the extent such Person is required under the Exit Facility Agreement to continue to be a guarantor in respect thereof, shall assume all obligations in respect of the Letters of Credit hereunder and all other obligations in respect hereof, (c) each Lender hereunder shall be a Lender under the Exit Facility Agreement and (d) this Agreement shall terminate and be superseded, refunded, refinanced and replaced by, and deemed amended and restated in its entirety substantially in the form of, the Exit Facility Agreement (with such changes and insertions reasonably satisfactory to the Administrative Agent, the Lenders and the Borrower thereto incorporated as necessary to make such technical changes necessary to effectuate the intent of this Section 2.26 or otherwise), and the Commitments hereunder shall terminate. Notwithstanding the foregoing, all obligations of the Borrower and the other Loan Parties to the Administrative Agent, the Issuing Lenders and the Lenders under this Agreement and any other Loan Document (except, for the avoidance of doubt, the Exit Facility Agreement) which are expressly stated in this Agreement or such other Loan Document as surviving such agreement's termination shall, as so specified, survive without prejudice and remain in full force and effect. Each of the Loan Parties, the Administrative Agent, the Lenders and the Issuing Lenders shall take such actions and execute and deliver such agreements, instruments or other documents as the Administrative Agent may reasonably request to give effect to the provisions of this Section 2.26 and as are required to complete the Schedules to the Exit Facility Agreement.

### ARTICLE III YIELD PROTECTION; TAXES

#### 3.1 Yield Protection; Changes in Capital Adequacy and Liquidity Regulations.

##### (a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender (except any reserve requirement reflected in the Eurodollar Rate) or any Issuing Lender;

(ii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or any Issuing Lender or the London interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender, such Issuing Lender or such other Recipient of participation in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender, Issuing Lender or other Recipient hereunder (whether of principal, interest or any other amount) then, upon request of such Lender, Issuing Lender or other Recipient, the Borrower will pay to such Lender, Issuing Lender or other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender, Issuing Lender or other Recipient, as the case may be, for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender or Issuing Lender determines that any Change in Law affecting such Lender or Issuing Lender or any Lending Installation of such Lender or

Issuing Lender or such Lender's or Issuing Lender's holding company, if any, regarding capital or liquidity requirements, has or would have the effect of reducing the rate of return on such Lender's or Issuing Lender's capital or on the capital of such Lender's or Issuing Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by any Issuing Lender, to a level below that which such Lender or Issuing Lender or such Lender's or Issuing Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or Issuing Lender's policies and the policies of such Lender's or Issuing Lender's holding company with respect to capital adequacy), then from time to time the Borrower will pay to such Lender or Issuing Lender, as the case may be, such additional amount or amounts as will compensate such Lender or Issuing Lender or such Lender's or Issuing Lender's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender or Issuing Lender setting forth the amount or amounts necessary to compensate such Lender or Issuing Lender or its holding company, as the case may be, as specified in Section 3.1(a) or (b) and delivered to the Borrower, shall be conclusive absent manifest error. The Borrower shall pay such Lender or Issuing Lender, as the case may be, the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender or Issuing Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or Issuing Lender's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender or Issuing Lender pursuant to this Section for any increased costs incurred or reductions suffered more than nine months prior to the date that such Lender or Issuing Lender, as the case may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions, and of such Lender's or Issuing Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

### 3.2 Alternate Rate of Interest; Illegality.

(a) Subject to clauses (b), (c), (d), (e), (f) and (g) of this Section 3.2:

(i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the Eurodollar Base Rate or the Eurodollar Rate, as applicable (including because the LIBO Screen Rate is not available or published on a current basis), for such Interest Period; provided that no Benchmark Transition Event shall have occurred at such time; or

(ii) the Administrative Agent is advised by the Required Lenders that the Adjusted Eurodollar Base Rate or the Eurodollar Rate, as applicable, for such Interest Period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for such Interest Period;

then the Administrative Agent shall give notice thereof to the Borrower and the Lenders by telephone, telecopy or electronic mail as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (A) any Conversion/Continuation Notice that requests the conversion of any Advance to, or continuation of any Advance as, a Eurodollar Advance shall be ineffective and (B) if any Borrowing Notice requests a Eurodollar Advance, such Borrowing shall be made as an Floating Rate Advance.

(b) Notwithstanding anything to the contrary herein or in any other Loan Document (and any Rate Management Transaction shall be deemed not to be a “Loan Document” for purposes of this Section 3.2), if a Benchmark Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (i) if a Benchmark Replacement is determined in accordance with clause (a) or (b) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (ii) if a Benchmark Replacement is determined in accordance with clause (c) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

(c) Notwithstanding anything to the contrary herein or in any other Loan Document and subject to the proviso below in this paragraph, if a Term SOFR Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then the applicable Benchmark Replacement will replace the then-current Benchmark for all purposes hereunder or under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings, without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document; provided that, this clause (c) shall not be effective unless the Administrative Agent has delivered to the Lenders and the Borrower a Term SOFR Notice.

(d) In connection with the implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(e) The Administrative Agent will promptly notify the Borrower and the Lenders of (i) any occurrence of a Benchmark Transition Event, a Term SOFR Transition Event or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (d) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 3.2, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 3.2.

(f) Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including Term SOFR or Eurodollar Base Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory

supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of “Eurodollar Interest Period” for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of “Eurodollar Interest Period” for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(g) Upon the Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a Eurodollar Advance of, conversion to or continuation of Eurodollar Advances to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to Floating Rate Advances. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of Floating Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of Floating Rate.

### 3.3 [Reserved].

### 3.4 Taxes.

(a) Defined Terms. For purposes of this Section 3.4, the term “Lender” includes any Issuing Lender and the term “applicable law” includes FATCA.

(b) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant governmental authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(c) Payment of Other Taxes by the Borrower. The Borrower shall timely pay to the relevant governmental authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(d) Indemnification by the Borrower. The Loan Parties shall jointly and severally indemnify each Recipient, within 10 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant governmental authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.



(e) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 12.2(b) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant governmental authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (e).

(f) Evidence of Payments. As soon as practicable after any payment of Taxes by any Loan Party to a governmental authority pursuant to this Section 3.4, such Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such governmental authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(g) Status of Lenders. (i) Any Lender that is entitled to an exemption from or reduction of withholding tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 3.4(g)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing,

(A) any Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. Federal backup withholding tax;

(B) any Non-U.S. Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Non-U.S. Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:

(1) in the case of a Non-U.S. Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. Federal withholding tax pursuant to the “interest” article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. Federal withholding tax pursuant to the “business profits” or “other income” article of such tax treaty;

(2) executed copies of IRS Form W-8ECI;

(3) in the case of a Non-U.S. Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of EXHIBIT D-1 to the effect that such Non-U.S. Lender is not a “bank” within the meaning of Section 881(c)(3)(A) of the Code, a “10 percent shareholder” of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code (a “U.S. Tax Compliance Certificate”) and (y) executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E; or

(4) to the extent a Non-U.S. Lender is not the beneficial owner of the L/C Participations, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, IRS Form W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of EXHIBIT D-2 or EXHIBIT D-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Non-U.S. Lender is a partnership and one or more direct or indirect partners of such Non-U.S. Lender are claiming the portfolio interest exemption, such Non-U.S. Lender may provide a U.S. Tax Compliance Certificate substantially in the form of EXHIBIT D-4 on behalf of each such direct and indirect partner;

(C) any Non-U.S. Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Non-U.S. Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. Federal withholding tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. Federal withholding tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender’s obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for



purposes of this clause (D), “FATCA” shall include any amendments made to FATCA after the Closing Date.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(h) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 3.4 (including by the payment of additional amounts pursuant to this Section 3.4), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant governmental authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (h) (plus any penalties, interest or other charges imposed by the relevant governmental authority) in the event that such indemnified party is required to repay such refund to such governmental authority. Notwithstanding anything to the contrary in this paragraph (h), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (h) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(i) Survival. Each party’s obligations under this Section 3.4 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under the Loan Documents.

(j) [Reserved].

3.5 [Reserved].

3.6 Replacement of Lender. If (a) the Borrower is required pursuant to Section 3.1, 3.2 or 3.4 to make any additional payment to any Lender, (b) any Lender becomes a Defaulting Lender, or (c) any Lender does not consent to any proposed amendment, supplement, modification, consent or waiver of any provision of this Agreement or any other Loan Document that requires the consent of all of the Lenders or each of the Lenders affected thereby (so long as the consent of the Required Lenders has been obtained), then the Borrower may elect upon notice to such Lender and the Administrative Agent, to replace such Lender (the “Affected Lender”) as a Lender party to this Agreement, provided that no Event of Default or Default shall have occurred and be continuing at the time of such replacement, and provided further that, concurrently with such replacement, (i) another bank or other entity which is reasonably satisfactory to the Borrower and the Administrative Agent shall agree, as of such date, to purchase for cash the Obligations due to the Affected Lender pursuant to an Assignment and Assumption and to become a Lender for all purposes under this Agreement and to assume all obligations of the Affected Lender to be terminated as of such date and to comply with the requirements of Section 12.2 applicable to assignments, and (ii) the Borrower shall pay to such Affected Lender in same day funds on the day of such replacement (A) all interest, fees and other amounts then accrued but unpaid to such Affected Lender by the Borrower hereunder to and including the date of termination, including without limitation payments due to such Affected Lender

under Sections 3.1, 3.2 and 3.4, and (B) an amount, if any, equal to the payment which would have been due to such Lender on the day of such replacement under Section 3.3 had the Obligations of such Affected Lender been prepaid on such date rather than sold to the replacement Lender. Any such replacement shall not be deemed to be a waiver of any rights that the Borrower, the Administrative Agent or any other Lender shall have against the replaced Lender.

#### ARTICLE IV CONDITIONS PRECEDENT

4.1 Effectiveness; Conditions Precedent to Extensions of Credit. The effectiveness of this Agreement and the agreement of each Lender to make the initial extension of credit requested to be made by it (or deemed to be made on the Closing Date) subject to the satisfaction, prior to or concurrently with the making of such extension of credit on the Closing Date, of the following conditions precedent:

(a) Credit Agreement. The Administrative Agent shall have received this Agreement, executed and delivered by the Administrative Agent, the Parent, the Borrower, the Lenders and the Issuing Lenders.

(b) [reserved].

(c) [reserved].

(d) Financial Statements and Projections. The Lenders shall have received (i) audited financial statements of the Parent and its consolidated subsidiaries for the 2018 and 2019 fiscal years, (ii) unaudited interim financial statements of the Parent and its consolidated subsidiaries for each fiscal quarter ended after the date of the latest applicable financial statements delivered pursuant to clause (i) of this paragraph as to which such financial statements are publicly available; provided that the Lenders hereby acknowledge receipt of such audited and unaudited financial statements pursuant to the foregoing clauses (i) and (ii) and (iii) the most recent projected income statement, balance sheet and cash flows of the Parent and its consolidated subsidiaries for the period beginning with January 1, 2021 and ending with December 31, 2023, on a quarterly basis through December 31, 2021 and annually thereafter.

(e) [reserved].

(f) Entity Documents. Copies of the certificate of incorporation and bylaws of the Parent, articles of organization (or certificate of formation) and operating agreement (or limited liability company agreement) of Borrower, and the corresponding organization documents of all of Borrower's Domestic Subsidiaries who are party to a Loan Document, together with all amendments, each certified by the Secretary or Assistant Secretary of the Parent or Borrower, and a certificate of good standing or existence for the Parent, Borrower and Borrower's Domestic Subsidiaries who are party to a Loan Document, each certified by the appropriate governmental officer in its jurisdiction of incorporation, and copies of the articles of incorporation of any foreign Subsidiary who is party to a Loan Document, together with all amendments certified by the secretary of said Subsidiary.

(g) Closing Certificates. Closing certificates by the Secretary or Assistant Secretary of the Parent, Borrower and the authorized person for each Subsidiary, of its Board of Directors' resolutions or consent of members or partners, and of resolutions or actions of any other body authorizing the execution of the Loan Documents to which the Parent, Borrower or any of Borrower's Subsidiaries is a party, including an incumbency certificate, executed by the Secretary or Assistant Secretary of the Borrower, which shall identify by name and title of the Authorized Officers and any other officers of the Borrower authorized to sign the Loan Documents to which the Borrower is a party, upon which certificate the

Administrative Agent and the Lenders shall be entitled to rely until informed of any change in writing by the Borrower.

(h) Fees. The Administrative Agent and the Lenders shall have received all fees required to be paid, and all expenses (including the reasonable fees and expenses of legal counsel) for which invoices have been presented (so long as such invoices have been presented at least one Business Day prior to the Closing Date).

(i) [reserved].

(j) Pledged Stock; Stock Powers; Pledged Notes. The Administrative Agent shall have received (to the extent not currently held by the Administrative Agent pursuant to the collateral documents under the Existing Credit Agreement) (i) the certificates representing the shares of Equity Interest pledged pursuant to the Collateral Documents, together with an undated stock power for each such certificate executed in blank by a duly authorized Authorized Officer of the pledgor thereof (except for certificates which cannot be delivered after the Borrower's use of commercially reasonable efforts without undue burden or expense) and (ii) each promissory note (if any) pledged to the Administrative Agent pursuant to the Collateral Documents endorsed (without recourse) in blank (or accompanied by an executed transfer form in blank) by the pledgor thereof.

(k) [Reserved].

(l) [Reserved].

(m) No Other Debt. The Administrative Agent shall have received a certificate of the Chief Financial Officer of the Parent in form and substance reasonably satisfactory to the Administrative Agent certifying that the Loan Parties will have no debt outstanding for borrowed money other than the Obligations under this Agreement or other Funded Indebtedness permitted by Section 6.11.

(n) [Reserved].

(o) USA Patriot Act. To the extent requested by the Administrative Agent at least 10 Business Days prior to the Closing Date, the Administrative Agent shall have received at least five days prior to the Closing Date all documentation and other information as is reasonably requested in writing by the Administrative Agent about the Borrower and the Subsidiaries and required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the PATRIOT Act.

(p) No Material Adverse Effect. Since the effective date of the RSA, there has been no development or event that has or could reasonably be expected to have a Material Adverse Effect, other than as a result of those events leading up to and following commencement of the Chapter 11 Cases.

(q) Minimum Availability. Availability as of the date of the Borrowing Base Certificate delivered pursuant to Section 4.1(s), adjusted pro forma for the definition of Borrowing Base as of the Closing Date under this Agreement, shall equal or exceed \$25,000,000.

(r) [Reserved].

(s) Borrowing Base Certificate. The Administrative Agent shall have received a Borrowing Base Certificate under the Existing Credit Agreement, updated for the definition of "Borrowing Base" in this Agreement, for the most recent calendar month ending October 31, 2020, together with such

supporting documentation and supplemental reporting information as the Administrative Agent may reasonably request.

(t) [Reserved].

(u) [Reserved].

(v) [Reserved].

(w) Minimum Liquidity. Liquidity shall equal or exceed \$175,000,000.

(x) Chapter 11 Cases. The Chapter 11 Cases shall have been commenced and the motion to approve the Interim Order, and all “first day motions” filed by the Debtors at the time of commencement of the Chapter 11 Cases shall be satisfactory in form and substance to the Required Lenders in their reasonable discretion.

(y) Interim Order. The Administrative Agent shall have received a signed copy of the Interim Order which shall have been entered by the Bankruptcy Court on or before the third Business Day after the Petition Date and shall be satisfactory in form and substance to the Required Lenders in their sole discretion, and such Interim Order shall not have been vacated, reversed, modified amended or stayed; provided that the Administrative Agent, in its sole discretion, may waive this Section 4.1(y) so long as the Final Order has been entered into and in full force and effect and has not been vacated, reversed, modified, amended or stayed in any respect without the consent of the Administrative Agent.

(z) Initial Budget. The Administrative Agent shall have received the initial Budget, which shall be in a form and substance satisfactory to the Required Lenders, together with the Budget Certificate.

The Administrative Agent shall notify the Borrower, the Lenders and the Issuing Lender of the Closing Date, and such notice shall be conclusive and binding. Notwithstanding the foregoing, the obligations of the Lenders to fund participations in Letters of Credit and of the Issuing Lender to issue, renew or amend Letters of Credit hereunder shall not become effective unless each of the foregoing conditions is satisfied (or waived pursuant to Section 9.11) at or prior to 2:00 p.m., Chicago time, on [●], 2020 (and, in the event such conditions are not so satisfied or waived, the Commitments shall terminate at such time).

4.2 Each Extension of Credit. The Issuing Lender shall not be required to issue, amend, renew or extend any Letter of Credit, unless:

(a) At the time of and immediately after giving effect to such extension of credit:

(i) there exists no Event of Default or Default; and

(ii) the representations and warranties contained in Article V or in any other Loan Documents are true and correct in all material respects as of the date of such extension of credit except to the extent any such representation or warranty is stated to relate solely to an earlier date, in which case such representation or warranty shall have been true and correct in all material respects on and as of such earlier date (provided that such materiality qualifier shall not be applicable to any representation or warranty that already is qualified or modified by materiality in the text thereof).

(b) The Administrative Agent shall have received a certificate from an Authorized Officer in form and substance reasonably satisfactory to the Administrative Agent which demonstrates that, at the time of and immediately after giving effect to such extension of credit, the Aggregate Exposure shall not exceed an amount equal to the lesser of (i) the Aggregate Commitment and (ii) the Borrowing Base.

(c) The Administrative Agent and/or the Issuing Lender shall have received an Application in accordance with Section 2.2, as applicable.

(d) Other than in connection with (i) the extension or renewal of an Existing Letter of Credit or (ii) the replacement of an Existing Letter of Credit that has expired or terminated without being drawn, the Final Order shall have been entered and shall be in full force and effect and shall not have been vacated, reversed, modified, amended or stayed in any respect without the consent of the Required Lenders.

(e) The issuance, increase, renewal or extension of such Letter of Credit would not contravene any law and shall not be enjoined, temporarily, preliminarily or permanently.

(f) In connection with (i) an extension or renewal of an Existing Letter of Credit or (ii) the replacement of an Existing Letter of Credit that has expired or terminated without being drawn, the Interim Order shall have been entered and shall be in full force and effect and shall not have been vacated, reversed, modified, amended or stayed in any respect without the consent of the Required Lenders in their reasonable discretion (provided that, for the avoidance of doubt, entry of the Final Order shall not be a vacation, reversal, amendment or stay of the Interim Order).

(g) The Loan Parties are in compliance with Section 6.17.

Each Application with respect to each such issuance, increase, renewal, amendment or extension of a Letter of Credit shall constitute a representation and warranty by the Parent and Borrower that the conditions contained in Section 4.2(a) have been satisfied.

## **ARTICLE V REPRESENTATIONS AND WARRANTIES**

The Parent and Borrower represent and warrant to the Lenders that:

5.1 Existence and Standing. Subject to any restrictions arising on account of any Loan Party's status as a "debtor" under the Bankruptcy Code and the entry of the DIP Order, the Parent is a corporation, the Borrower is a limited liability company, and each of the Borrower's Subsidiaries is a corporation, partnership or limited liability company duly and properly incorporated or organized, as the case may be, validly existing and (to the extent such concept applies to such entity) in good standing under the laws of its jurisdiction of incorporation or organization and has all requisite authority to conduct its business in each jurisdiction in which its business is conducted, except where such failure could not reasonably be expected to have a Material Adverse Effect.

As of the date, if any, that the Beneficial Ownership Certification was most recently provided to Lenders, the information included in such Beneficial Ownership Certification was true and correct in all respects.

5.2 Authorization and Validity. Subject to any restrictions arising on account of any Loan Party's status as a "debtor" under the Bankruptcy Code and the entry of the DIP Order, each of the Parent, the Borrower and the Borrower's Subsidiaries has the power and authority and legal right to execute and deliver the Loan Documents to which it is a party and to perform its obligations thereunder. The execution

and delivery by the Parent, the Borrower, and the Borrower's Subsidiaries of the Loan Documents to which it is a party and the performance of its obligations thereunder have been duly authorized by proper corporate or company proceedings, and the Loan Documents to which the Parent, the Borrower, and the Borrower's Subsidiaries is a party, upon entry of the applicable DIP Order, constitute legal, valid and binding obligations of the Parent, the Borrower, and the Borrower's Subsidiaries enforceable against the Parent, the Borrower, and the Borrower's Subsidiaries in accordance with their terms, except as enforceability may be limited by the DIP Order and subject to any restrictions arising on account of any Loan Party's status as a "debtor" under the Bankruptcy Code, and further subject to other applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5.3 No Conflict; Government Consent. Subject to entry of the DIP Order and subject to any restrictions arising on account of the Loan Parties' status as "debtors" under the Bankruptcy Code, neither the execution and delivery by the Parent, the Borrower, and the Borrower's Subsidiaries of the Loan Documents to which it is a party, nor the consummation of the transactions therein contemplated, nor compliance with the provisions thereof will violate (a) any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on the Parent, the Borrower, or any of the Borrower's Subsidiaries or (b) the Parent's, the Borrower's, or any Subsidiary's articles or certificate of incorporation, partnership agreement, certificate of partnership, articles or certificate of organization, by laws, or operating or other management agreement, as the case may be, or (c) the provisions of any indenture, instrument or agreement to which the Parent, the Borrower, or any of the Borrower's Subsidiaries is a party or is subject, or by which it, or its Property, is bound, or conflict with or constitute a default thereunder, or result in, or require, the creation or imposition of any Lien in, of or on the Property of the Parent, the Borrower, or the Borrower's Subsidiaries pursuant to the terms of any such indenture, instrument or agreement, except where such failure could not reasonably be expected to have a Material Adverse Effect. Subject to entry of the DIP Order and subject to any restrictions arising on account of the Debtors' status as "debtors" under the Bankruptcy Code, and upon entry of the applicable DIP Order, no order, consent, adjudication, approval, license, authorization, or validation of, or filing, recording or registration with, or exemption by, or other action in respect of any governmental or public body or authority, or any subdivision thereof, which has not been obtained by the Parent, the Borrower, or any of the Borrower's Subsidiaries, is required to be obtained by the Parent, the Borrower, or any of the Borrower's Subsidiaries in connection with the execution and delivery of the Loan Documents, the payment and performance by the Borrower of the Obligations or the legality, validity, binding effect or enforceability of any of the Loan Documents.

5.4 Financial Statements. The audited December 31, 2019 and the unaudited March 31, 2020 and June 30, 2020 consolidated financial statements of the Parent and its consolidated subsidiaries heretofore delivered to the lenders under the Existing Credit Agreement fairly present, in all material respects, the consolidated financial condition and consolidated results operations of the Parent and its consolidated subsidiaries as of such dates and for such periods in accordance with GAAP, subject to year-end adjustments and the absence of footnotes in the case of the unaudited statements.

5.5 Material Adverse Change. Since the Petition Date there has been no change in the business, Property, condition (financial or otherwise) or results of operations of the Parent, the Borrower and its Subsidiaries, taken as a whole, which could reasonably be expected to have a Material Adverse Effect.

5.6 Taxes. The Parent, the Borrower, and the Borrower's Subsidiaries have filed or caused to be filed all United States federal tax returns or extensions relating thereto and all other tax returns which are required to be filed and, except to the extent such payment is excluded by, or is otherwise prohibited by the provisions of the Bankruptcy Code or order of the Bankruptcy Court, have paid all taxes due pursuant to said returns or pursuant to any assessment received by the Parent, the Borrower, or any of the Borrower's Subsidiaries, except (a) such taxes, if any, as are being contested in good faith and as to which adequate reserves have been provided in accordance with GAAP, or (b) to the extent that the failure to do so could



not reasonably be expected to result in a Material Adverse Effect. Adequate charges, accruals and reserves in respect of any taxes or other governmental charges have been provided on the books of the Parent, the Borrower and the Borrower's Subsidiaries in accordance with GAAP.

5.7 Litigation and Contingent Obligations. Subject to any restrictions arising on account of any Loan Party's status as a "debtor" under the Bankruptcy Code and the Chapter 11 Cases, (a) there is no unstayed litigation, arbitration, governmental investigation, proceeding or inquiry pending or, to the knowledge of any of the officers of the Parent or Borrower, threatened against or affecting the Parent, the Borrower or the Borrower's Subsidiaries which could reasonably be expected to have a Material Adverse Effect or which seeks to prevent, enjoin or delay the issuance, amendment or extensions of any Letter of Credit, and (b) other than any liability incident to any litigation, arbitration or proceeding which could not reasonably be expected to have a Material Adverse Effect, none of the Parent, the Borrower or the Borrower's Subsidiaries has any unstayed material contingent obligations not provided for or disclosed in the financial statements referred to in Section 5.4.

5.8 Subsidiaries. The Borrower is the sole Subsidiary of the Parent, and the Parent owns all of the membership interest of the Borrower. Schedule 3 contains an accurate list of all Subsidiaries of the Parent and the Borrower (as of the Closing Date), setting forth their respective jurisdictions of organization and the percentage of their respective capital stock or other ownership interests owned by the Borrower or other Subsidiaries. All of the issued and outstanding shares of capital stock or other ownership interests of such Subsidiaries have been (to the extent such concepts are relevant with respect to such ownership interests) duly authorized and issued and are fully paid and non-assessable.

5.9 ERISA. Except to the extent excused by the Bankruptcy Code or as a result of the filing of the Chapter 11 Cases, (a) each Plan complies in all material respects with all applicable requirements of law and regulations, no Reportable Event has occurred with respect to any Plan, neither the Borrower nor any ERISA Affiliate has withdrawn from any Plan or initiated steps to do so, and no steps have been taken to terminate any Plan (b) neither the Parent nor the Borrower is an entity deemed to hold "plan assets" within the meaning of 29 C.F.R. § 2510.3-101 of an employee benefit plan (as defined in Section 3(3) of ERISA) which is subject to Title I of ERISA or any plan (within the meaning of Section 4975 of the Code), and neither the execution of this Agreement nor the issuance, amendment, renewal or extensions of Letters of Credit hereunder gives rise to a prohibited transaction within the meaning of Section 406 of ERISA or Section 4975 of the Code. No Plan is in at risk, endangered, or critical status (within the meaning of Sections 303 or 305 of ERISA) or insolvent (within the meaning of Section 4245 of ERISA) and (c) neither the Borrower nor any ERISA Affiliate has failed to pay when due (after expiration of any applicable grace period) any installment with respect to liability imposed in connection with a withdrawal under Section 4201 of ERISA.

5.10 Accuracy of Information. All written or formally presented information, other than the Projections and information of a general economic or industry specific nature (the "Information"), that has been or will be made available to the Lenders by the Parent or the Borrower or any of their respective representatives in connection with the transactions contemplated hereby, when taken as a whole, does not or will not, when furnished to the Lenders and taken as a whole, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (giving effect to all supplements and updates thereto). The financial projections and other forward-looking information (the "Initial Projections") and the Projections that have been or will be made available to the Lenders by the Parent or the Borrower or any of their respective representatives in connection with the transactions contemplated hereby have been or will be prepared in good faith based upon assumptions believed by the Parent and the Borrower to be reasonable at the time furnished (it being recognized by the Lenders that such Initial Projections and Projections are not to be viewed as facts and that actual results during the period



or periods covered by any such Initial Projections and Projections may differ from the projected results, and such differences may be material and such Initial Projections and Projections should not be regarded as a representation that the projected results will be achieved).

5.11 Material Agreements. Subject to any restrictions arising on account of such Debtor's status as a "debtor" under the Bankruptcy Code, on account of any Debtor's insolvency, on account of the pendency of the Chapter 11 Cases, on account of entry of the DIP Order, in accordance with the consummation of an Approved Plan, or with the Administrative Agent's consent none of the Parent, the Borrower or any of the Borrower's Subsidiaries is a party to any agreement or instrument or subject to any charter or other corporate restriction which could reasonably be expected to have a Material Adverse Effect if the Parent, the Borrower or the Borrower's Subsidiaries complies with the terms thereof. Subject to any restrictions arising on account of any Loan Party's status as a "debtor" under the Bankruptcy Code and the entry of the DIP Order, none of the Parent, the Borrower or any of the Borrower's Subsidiaries is in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in (a) any agreement to which it is a party, which default could reasonably be expected to have a Material Adverse Effect or (b) any agreement or instrument evidencing or governing Material Indebtedness.

5.12 Compliance With Laws. Subject to any restrictions arising on account of any Loan Party's status as a "debtor" under the Bankruptcy Code and the entry of the DIP Order, the Parent, the Borrower and the Borrower's Subsidiaries have complied with all laws, rules, regulations, orders and restrictions of any domestic or foreign government or any instrumentality or agency thereof having jurisdiction over the conduct of their respective businesses or the ownership of their respective Property, including, without limitation, Regulation U, T and X of the Board of Governors of the Federal Reserve System, and all Environmental Laws, except for any failure to comply with any of the foregoing which could not reasonably be expected to have a Material Adverse Effect. Margin Stock (as defined in Regulation U) constitutes less than 25% of the value of those assets of the Parent, the Borrower and the Borrower's Subsidiaries which are subject to any limitation on sale, pledge, or other restriction hereunder.

5.13 Ownership of Properties. On the Closing Date, other than as a result of the Chapter 11 Cases and subject to any necessary order or authorization of the Bankruptcy Court, the Parent, the Borrower and the Borrower's Subsidiaries will have good title, free of all Liens other than Permitted Liens, to all of the Property and assets reflected in the Parent's most recent consolidated financial statements provided to the Administrative Agent as owned by the Parent, the Borrower and the Borrower's Subsidiaries, excluding sales permitted by Section 6.13.

5.14 Environmental Matters. Subject to any restrictions arising on account of any Loan Party's status as a "debtor" under the Bankruptcy Code and the Chapter 11 Cases, in the ordinary course of its business, the officers of the Borrower consider the effect of Environmental Laws on the business of the Parent, the Borrower and the Borrower's Subsidiaries, in the course of which they identify and evaluate potential risks and liabilities accruing due to Environmental Laws. On the basis of this consideration, the Parent and the Borrower have concluded that they are aware of no non-compliance with the Environmental Laws that could reasonably be expected to have a Material Adverse Effect. None of the Parent, the Borrower or any of the Borrower's Subsidiaries has received any notice to the effect that its operations are not in material compliance with any of the requirements of applicable Environmental Laws or are the subject of any federal or state investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which noncompliance or remedial action could reasonably be expected to have a Material Adverse Effect.

5.15 Investment Company Act. None of the Parent, the Borrower or any of the Borrower's Subsidiaries is an "investment company" or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended.

5.16 Labor Matters. Subject to any restrictions arising on account of any Loan Party's status as a "debtor" under the Bankruptcy Code and the Chapter 11 Cases and, except as, in the aggregate, could not reasonably be expected to have a Material Adverse Effect: (a) there are no strikes or other labor disputes against any Loan Party pending or, to the knowledge of the Parent or the Borrower, threatened; (b) hours worked by and payment made to employees of each Loan Party have not been in violation of the Fair Labor Standards Act or any other applicable law dealing with such matters; and (c) all payments due from any Loan Party on account of employee health and welfare insurance have been paid or accrued as a liability on the books of the relevant Loan Party.

5.17 [Reserved].

5.18 Anti-Corruption Laws and Sanctions. The Borrower has implemented and maintain in effect policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and the Borrower, its Subsidiaries and their respective officers and employees and to the knowledge of the Borrower, its directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) the Borrower, any Subsidiary or to the knowledge of the Borrower or such Subsidiary any of their respective directors, officers or employees, or (b) to the knowledge of the Borrower, any agent of the Borrower or any Subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Letter of Credit, use of proceeds or other transaction contemplated by this Agreement will violate any Anti-Corruption Law or applicable Sanctions.

5.19 Insurance. As of the Closing Date, all premiums in respect of insurance maintained by or on behalf of the Loan Parties and their Subsidiaries that are due and payable have been paid, except to the extent such payment is excluded by, or is otherwise prohibited by the provisions of the Bankruptcy Code or order of the Bankruptcy Court, and the Borrower maintains, and has caused each Subsidiary to maintain, with financially sound and reputable insurance companies, insurance on all their real and personal property in such amounts, subject to such deductibles and self-insurance retentions and covering such properties and risks as are adequate and customarily maintained by companies engaged in the same or similar businesses operating in the same or similar locations.

5.20 [Reserved].

## ARTICLE VI COVENANTS

So long as the Commitments remain in effect, any Letter of Credit remains outstanding or other amount is owing to any Lender or the Administrative Agent hereunder:

### 6.1 Financial Reporting; Projections.

(a) The Parent and Borrower will maintain, for themselves and for each Subsidiary, a system of accounting established and administered in accordance with GAAP, and furnish to the Lenders:

(i) within 90 days after the close of each of the Parent's fiscal years, or earlier if required pursuant to the Securities Exchange Act of 1934 and the rules of the Securities and Exchange Commission thereunder as in effect on the date thereof, an unqualified audit report certified by an independent certified public accounting firm of national standing, prepared in accordance with GAAP on a consolidated basis for the Parent and its consolidated subsidiaries, including balance sheets as of the end of such period, related profit and loss statement, statement of changes in shareholders equity and statement of

cash flows (but excluding any work papers relating thereto), accompanied by a certificate of said accountants that, in connection with their audit, nothing came to their attention that caused them to believe that the Parent and its Subsidiaries failed to comply with the terms, covenants, provisions or conditions of Articles V, VI or VII of this Agreement insofar as they relate to accounting matters;

(ii) within 45 days after the close of each of the first three fiscal quarters of each fiscal year of the Parent, or earlier if required pursuant to the Securities Exchange Act of 1934 and the rules of the Securities and Exchange Commission thereunder as in effect on the date thereof, commencing with the fiscal quarter ending September 30, 2020, consolidated unaudited balance sheets of the Parent and its consolidated subsidiaries as at the close of each fiscal quarter and consolidated profit and loss statements for the period from the beginning of such fiscal year to the end of such quarter, all certified by the Chief Financial Officer of the Parent;

(iii) simultaneously with the furnishing of the financial statements required under Sections 6.1(a)(i), 6.1(a)(ii) and 6.1(a)(x) a Compliance Certificate (A) certifying, in the case of the financial statements delivered under Section 6.1(a)(ii), as presenting fairly in all material respects the financial condition and results of operations of the Parent and its subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes, (B) certifying as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (C) [reserved], (D) unless disclosed in the financial statements accompanying such certificate, stating whether any change in GAAP or in the application thereof that impacts such financial statements has occurred since the date of the audited financial statements referred to in Section 5.4 and, if any such change has occurred, specifying the effect of such change on the financial statements accompanying such certificate and (E) setting forth reasonably detailed calculations showing the calculation of the Fixed Charge Coverage Ratio;

(iv) within 60 days after the close of each of the Parent's fiscal years, a copy of the consolidated budget (including a projected consolidated balance sheet, income statement and cash flow statement) of the Parent and its consolidated subsidiaries on a quarterly basis of such fiscal year (the "Projections") in form reasonably satisfactory to the Administrative Agent;

(v) as soon as available but in any event (A) if a Weekly Reporting Period is not in effect, within 30 days of the end of each calendar month, commencing with the calendar month ending November 30, 2020 and (B) during a Weekly Reporting Period, within 3 Business Days of the end of each calendar week, as applicable, as of the last Business Day of the applicable period then ended, a Borrowing Base Certificate;

(vi) as soon as available but in any event (A) if a Weekly Reporting Period is not in effect, within 30 days after of the end of each calendar month, commencing with the calendar month ending November 30, 2020 and (B) during a Weekly Reporting Period, within 3 Business Days after of the end of each calendar week, as applicable, as of the last Business Day of the applicable period then ended, all delivered electronically in a text formatted file reasonably acceptable to the Administrative Agent:

(A) a detailed aging of the Borrowing Base Parties' Accounts, prepared in a manner reasonably acceptable to the Administrative Agent;

(B) a schedule detailing the Borrowing Base Parties' Inventory and Premium Rental Drill Pipe, in form satisfactory to the Administrative Agent; and

(C) a worksheet of calculations prepared by the Borrower to determine Eligible Accounts, Eligible Unbilled Accounts, Eligible Inventory and Eligible Premium Rental

Drill Pipe, such worksheets detailing the Accounts, Inventory and Premium Rental Drill Pipe excluded from Eligible Accounts, Eligible Unbilled Accounts, Eligible Inventory and Eligible Premium Rental Drill Pipe and the reason for such exclusion.

(vii) as soon as available but in any event (A) if a Weekly Reporting Period is not in effect, within 30 days of the end of each calendar month, commencing with the calendar month ending November 30, 2020 and (B) during a Weekly Reporting Period, within 3 Business Days of the end of each calendar week, as applicable, as of the period then ended, an aggregate schedule of the Borrowing Base Parties' accounts payable, including a detailed aging of such accounts payable and identifying any accounts payable that may result in reductions of accounts receivable due to the imposition of materialman's liens or otherwise, delivered electronically in a text formatted file reasonably acceptable to the Administrative Agent;

(viii) upon the Administrative Agent's request (x) if a Weekly Reporting Period is not in effect, within 30 days of the end of each calendar month, commencing with the calendar month ending November 30, 2020 and (y) during a Weekly Reporting Period, within 3 Business Days of the end of each calendar week, as applicable, as of the last Business Day of the applicable period then ended, all delivered electronically in a text formatted file reasonably acceptable to the Administrative Agent:

(A) copies of invoices issued by the Borrowing Base Parties in connection with any Accounts included in the Borrowing Base;

(B) copies of invoices in connection with any Inventory or Premium Rental Drill Pipe included in the Borrowing Base; and

(C) an updated customer list for the Borrowing Base Parties, which list shall state the customer's name and contact information;

(ix) as soon as possible and in any event within 10 days after receipt by the Parent or Borrower, a copy of any notice alleging any violation of any federal, state or local environmental, health or safety law or regulation by the Parent, Borrower or any of Borrower's Subsidiaries, which, in either case, could reasonably be expected to have a Material Adverse Effect;

(x) within 30 days after the end of each calendar month (other than the last calendar month of any fiscal quarter), commencing with the calendar month ending November 30, 2020 (i) consolidated unaudited balance sheets of the Parent and its consolidated subsidiaries as at the close of end of such period, (ii) consolidated profit and loss statements of the Parent and its consolidated subsidiaries and (iii) cash flow statements of the Parent and its consolidated subsidiaries, in each case, for such month and the period from the beginning of such fiscal year to the end of such month and certified by the Chief Financial Officer of the Parent;

(xi) beginning with the Thursday of the second full calendar week after the Petition Date and on each Thursday thereafter, the Borrower shall provide to the Administrative Agent and FTI Consulting a Variance Report and Liquidity Report;

(xii) beginning with the Thursday of the second full calendar week after the Closing Date and on each Thursday thereafter, the Borrower shall provide to the Administrative Agent and FTI Consulting (A) a 13-week cash flow forecast in .pdf and excel formats and in form and substance reasonably satisfactory to the Administrative Agent (the "13-Week Forecast"), which 13-Week Forecast and any amendments thereto shall reflect, for the periods covered thereby, projected weekly disbursements, cash receipts, and ending cash for each week covered by the 13-Week Forecast, and (B) with respect to

each 13-Week Forecast that is also an updated Budget, a certificate of a financial officer of the Borrower stating that such Budget has been prepared on a reasonable basis and in good faith and is based on assumptions believed by the Borrower to be reasonable at the time made and from the best information then available to the Borrower in connection therewith (such certificate a “Budget Certificate”); and

(xiii) such other information (including non-financial information) as the Administrative Agent or any Lender may from time to time reasonably request.

(b) Reports and financial statements required to be delivered by the Parent and the Borrower pursuant to Sections 6.1(a)(i) and (a)(ii) shall be deemed to have been delivered on the date on which the Parent posts such reports, or reports containing such financial statements, on its website on the Internet at [www.superiorenergy.com](http://www.superiorenergy.com), at [www.sec.gov](http://www.sec.gov) or at such other website identified by the Parent in a notice to the Administrative Agent and that is accessible by the Lenders without charge; provided that the Parent shall deliver paper copies of such information to any Lender promptly upon request of such Lender through the Administrative Agent and provided further that the Lenders shall be deemed to have received the information specified in Sections 6.1(a)(i) and (a)(ii) on the date (x) the information is posted on a website identified from time to time by the Administrative Agent to the Lenders and the Parent and such website is accessible by the Lenders without charge, and (y) such posting is notified to the Lenders (it being understood that the Parent shall have satisfied the timing obligations imposed by those clauses as of the date such information is delivered to the Administrative Agent).

6.2 Use of Proceeds. The Borrower will, and will cause each Subsidiary to use the Letters of Credit for general corporate purposes of the Borrower and its subsidiaries. The Borrower will not request any Letter of Credit, and the Borrower shall not use, and shall procure that its Subsidiaries and its or their respective directors, officers, employees and agents shall not use, the proceeds of any Letter of Credit (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (ii) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, to the extent such activities, businesses or transaction would be prohibited by Sanctions if conducted by a corporation incorporated in the United States, (iii) in any manner that would result in the violation of any Sanctions applicable to any party hereto (iv) in a manner inconsistent with the Budget, (v) to challenge the validity, perfection, priority, extent or enforceability of the obligations under the DIP Facility, the Exit Facility or the facility under the Existing Credit Agreement, (vi) to investigate or assert any other claims or causes of action against the Administrative Agent, the Arrangers, any other agent or any Lender with respect to any holder of any such obligations, except as agreed by the Administrative Agent and provided in the DIP Order with respect to any investigation regarding the facility under the Existing Credit Agreement or (viii) for any act which has the effect of materially or adversely modifying or compromising the rights and remedies of the Administrative Agent or the Lenders or any such party with respect to the DIP Facility, the Exit Facility or any Loan Document (as defined in the Existing Credit Agreement).

6.3 Notices of Material Events. The Parent and the Borrower will furnish to the Administrative Agent and each Lender prompt (but in any event within any time period that may be specified below) written notice of the following:

(a) the occurrence of any Event of Default or Default and of any other development (financial or otherwise) that results, or could reasonably be expected to result, in a Material Adverse Effect, in each case, of which any member of executive management has actual knowledge;

(b) the occurrence of any casualty or other insured damage to any assets of a Borrowing Base Party or the commencement of any action or proceeding for the taking of any material



assets of a Borrowing Base Party or interest therein under power of eminent domain or by condemnation or similar proceeding which would reasonably be expected to result in a Prepayment Event;

(c) to the extent any such matter has resulted or would reasonably be expected to result in a Material Adverse Effect, receipt of any notice of any investigation by a Governmental Authority or any litigation or proceeding commenced or threatened against any Loan Party or any Subsidiary;

(d) upon any Authorized Officer's knowledge thereof, any Lien (other than Permitted Liens) or claim made or asserted against any of the DIP Collateral; and

(e) to the extent reasonably practicable at least two (2) days prior to filing (or such shorter period as the Administrative Agent may agree), the Borrower shall use commercially reasonable efforts to provide the Administrative Agent copies of all material pleadings and motions (other than "first day" motions and proposed orders, and other than emergency pleadings or motions where, despite such Borrower's commercially reasonable efforts, such two (2) day notice is not possible) to be filed by or on behalf of the Borrower or any of the other Loan Parties with the Bankruptcy Court in the Chapter 11 Cases, or to be distributed by or on behalf of the Borrower or any of the other Loan Parties to any official committee appointed in the Chapter 11 Cases, which such pleadings shall include the Administrative Agent as a notice party.

Each notice delivered under this Section shall be accompanied by a statement of an Authorized Officer or other executive officer of the Borrower setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

6.4 Conduct of Business. Subject to any necessary order or authorization of the Bankruptcy Court, the Parent and the Borrower will, and will cause each of the Borrower's Subsidiaries to, carry on and conduct its business in substantially the same manner and in the same general fields of enterprise as it is presently conducted and do all things necessary to remain duly incorporated or organized, validly existing and (to the extent such concept applies to such entity) in good standing as a corporation, partnership or limited liability company in its jurisdiction of incorporation or organization, as the case may be, and maintain all requisite authority to conduct its business in each jurisdiction in which its business is conducted, in each case, where the failure to do so could not reasonably be expected to have a Material Adverse Effect. The Parent will continue to be the sole member of the Borrower, and the Borrower shall continue to be the sole Subsidiary of the Parent.

6.5 Taxes. Except where such payment is excused by, or is otherwise prohibited by the provisions of the Bankruptcy Code or order of the Bankruptcy Court, the Parent and the Borrower will, and will cause each of the Borrower's Subsidiaries to, timely file complete and to the best of the Parent's and the Borrower's knowledge, correct United States federal and applicable foreign, state and local tax returns required by law and pay when due all taxes, assessments and governmental charges and levies upon it or its income, profits or Property, taking into account any extensions relating thereto, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

6.6 Insurance. The Parent and the Borrower will, and will cause each of the Borrower's Subsidiaries to, maintain with financially sound and reputable insurance companies insurance on a material portion of their Property in such amounts and covering such risks as is consistent with sound business practice, or as otherwise provided in the Collateral Documents, and the Borrower will furnish to any Lender upon request full information as to the insurance carried. The loss payable clauses or provisions in the applicable insurance policy or policies insuring any of the DIP Collateral shall be endorsed in favor of and made payable to the Administrative Agent as a "loss payee" and such liability policies shall name the Administrative Agent and the Lenders as "additional insureds". To the extent that the insurer will agree to

do so, such policies shall also provide that the insurer will endeavor to give at least 30 days prior notice of any cancellation to the Administrative Agent and at least 10 days prior notice of any non-payment of any insurance premium. Borrower shall maintain flood insurance on all real property constituting DIP Collateral, from such providers, in amounts and on terms in accordance with the Flood Laws or as otherwise satisfactory to all Lenders.

6.7 Compliance with Laws; Environmental and ERISA Matters; Compliance with Material Contractual Obligations.

(a) Other than violations arising as a result of the Chapter 11 Cases and except as otherwise excused by the Bankruptcy Court, the Parent and the Borrower will, and will cause each of the Parent's Subsidiaries to, comply in all material respects with all laws, rules, regulations, orders, writs, judgments, injunctions, decrees or awards to which it or its Property may be subject including, without limitation, Regulations U, T, and X of the Board of Governors of the Federal Reserve System, and also including, without limitation, ERISA and Environmental Laws.

(b) The Parent and Borrower will furnish to the Lenders, promptly following receipt thereof, copies of any documents described in Section 101(f), (j), (k), and (l) of ERISA that any Loan Party or any ERISA Affiliate may request and/or receive with respect to any Plan; provided, that if the Loan Parties or any ERISA Affiliate has not requested such documents or notices from the administrator or sponsor of the applicable Plan, then, upon reasonable request of the Lenders, the Loan Parties and/or their ERISA Affiliates shall promptly make such request and the Borrower shall provide copies of such documents and notices to the Lenders promptly after receipt thereof.

(c) The Borrower will maintain in effect and enforce policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.

(d) Other than violations arising as a result of the Chapter 11 Cases and except as otherwise excused by the Bankruptcy Court, the Parent and the Borrower will, and will cause each of the Parent's Subsidiaries to, perform in all material respects their respective obligations under material agreements to which each such entity is a party.

6.8 Maintenance of Properties. Except where compliance is excluded by, or is otherwise prohibited by the provisions of the Bankruptcy Code or order of the Bankruptcy Court, the Parent and the Borrower will, and will cause each of the Borrower's Subsidiaries to, do all things reasonably necessary to maintain, preserve, protect and keep its Property material to its business in good repair, working order and condition in light of the uses for such Property, ordinary wear and tear excepted, and make all necessary and proper repairs, renewals and replacements so that its business carried on in connection therewith may be properly conducted at all times.

6.9 Books and Records; Field Examinations and Appraisals.

(a) The Parent and the Borrower will, and will cause each of the Borrower's Subsidiaries to, (i) keep proper books of record and account in which full, true and correct entries in conformity with GAAP in all material respects consistently applied shall be made of all material financial transactions and (ii) permit any representatives designated by the Administrative Agent, upon reasonable prior notice, to visit and inspect its Properties, to conduct at such Loan Party's premises field examinations of such Loan Party's Properties, liabilities, books and records, including examining and making extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants (and hereby authorizes the Administrative Agent to contact its independent



accountants directly) and to provide contact information for each bank where each Loan Party has a depository and/or securities account and each such Loan Party hereby authorizes the Administrative Agent to contact the bank(s) in order to request bank statements and/or balances, all at such reasonable times during normal business hours upon reasonable advance notice to the Borrower, all at the reasonable and documented expense of the Borrower; provided, that the Administrative Agent has the right to conduct only two (2) field examination during any 12-month period and one (1) additional field examination (for the total of three (3) such field examinations during any 12-month period) conducted at any time (i) after Availability falls below the greater of (A) \$35,000,000 and (B) 30% of the lesser of (1) the Aggregate Commitment and (2) the Borrowing Base or (ii) the sum of (A) excess Availability and (B) unrestricted cash of the Loan Parties is less than \$50,000,000 (it being understood that unrestricted cash shall exclude (x) any cash of Loan Parties not held in a Controlled Account, (y) any cash which is pledged to secure any Loan Party's obligations under any letter of credit or other obligations (including Letters of Credit) and (z) Eligible Cash); provided, further, if an Event of Default has occurred and is continuing, the Administrative Agent may conduct unlimited field examinations during any 12-month period.

(b) The Parent and the Borrower will, and will cause each of the Borrowing Base Parties to, provide the Administrative Agent with appraisals or updates thereof of their Inventory and Premium Rental Drill Pipe from an appraiser reasonably satisfactory to the Administrative Agent, and prepared on a basis reasonably satisfactory to the Administrative Agent; provided, that the Administrative Agent may only request one (1) Inventory and Premium Rental Drill Pipe appraisal during any 12-month period and one (1) additional Inventory and Premium Rental Drill Pipe appraisal (for the total of two (2) such Inventory and Premium Rental Drill Pipe appraisals during any 12-month period) conducted at any time after (i) Availability falls below the greater of (A) \$35,000,000 and (B) 30% of the lesser of (1) the Aggregate Commitment and (2) the Borrowing Base or (ii) the sum of (A) excess Availability and (B) unrestricted cash of the Loan Parties is less than \$50,000,000 (it being understood that unrestricted cash shall exclude (x) any cash of Loan Parties not held in a Controlled Account, (y) any cash which is pledged to secure any Loan Party's obligations under any letter of credit or other obligations (including Letters of Credit) and (z) Eligible Cash); provided, further, if an Event of Default has occurred and is continuing, the Administrative Agent may request unlimited Inventory and Premium Rental Drill Pipe appraisals during any 12-month period.

#### 6.10 Restricted Payments.

(a) The Parent will not, and will not permit any Subsidiary to declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, except that Subsidiaries may declare and pay dividends ratably with respect to their Equity Interests.

(b) The Parent will not declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so.

#### 6.11 Funded Indebtedness; Rate Management Transactions.

(a) The Borrower will not, nor will it permit any of its Subsidiaries to, create, incur or suffer to exist any Funded Indebtedness or Rate Management Transaction, except:

(i) The Letters of Credit.

(ii) Rate Management Transactions (A) related to Funded Indebtedness permitted pursuant to this Section 6.11 or (B) entered into in the ordinary course of business to hedge or mitigate risk to which the Borrower or any Subsidiary has actual exposure, including without limitation, oil

and gas production, foreign exchange transactions, sales and related activities and, in each case, outstanding on the Petition Date.

(iii) Unsecured Funded Indebtedness of the Borrower owed to the Parent or one or more of its Subsidiaries or unsecured Funded Indebtedness of one or more of its Subsidiaries owed to the Parent or the Borrower or Funded Indebtedness of one or more of the Subsidiaries owed to one or more of the other Subsidiaries.

(iv) Funded Indebtedness pursuant to the Senior Notes outstanding on the Petition Date.

(v) Obligations in respect of bids, trade contracts, governmental contracts and leases (other than Indebtedness for borrowed money), statutory or regulatory obligations, surety, stay, customs and appeal bonds, performance bonds and other obligations of a like nature (including (i) those to secure human health, workplace safety and environmental protection obligations and (ii) letters of credit and bank guarantees required or requested by any Governmental Authority in connection with any contract or applicable law) incurred in the ordinary course of business.

(vi) [Reserved].

(vii) Any Permitted Refinancing Debt in respect of any Funded Indebtedness described in the foregoing Section 6.11(a)(i) through (iv).

(viii) Funded Indebtedness arising from the Fourth Amendment Credit Support Obligations (as defined in the Existing Credit Agreement) secured solely by Liens permitted under Section 6.14(a)(ix).

(b) The Parent will not create, incur or suffer to exist any Funded Indebtedness, except Funded Indebtedness owed to the Borrower or a Subsidiary and Guarantee Obligations in respect of:

(i) The Letters of Credit.

(ii) The Borrower's Obligations arising under Rate Management Transactions.

(iii) Any other Funded Indebtedness or Rate Management Transactions of the Borrower or its Subsidiaries permitted by Section 6.11(a).

(c) The Parent and Borrower will not, and will not permit any Subsidiary to, issue any Preferred Equity Interests.

6.12 Merger. The Borrower will not, nor will it permit any of its Subsidiaries to, merge or consolidate with or into any other Person. The Parent will not merge or consolidate with or into any other Person.

#### 6.13 Sale of Assets.

(a) The Borrower will not, nor will it permit any of its Subsidiaries to, sell, lease, transfer or otherwise dispose of its Property to any other Person, except:

(i) Sales of inventory, used or surplus equipment and Investments in the ordinary course of business; provided, that 100% of the consideration received in respect of sales of Property included in the Borrowing Base shall be cash.

(ii) [Reserved].

(iii) [Reserved].

(iv) Transfers of Property among the Borrower and its Subsidiaries; provided such transfer constitutes a Permitted Investment or if such transfer is not an Investment, if it was treated as an Investment, would constitute a Permitted Investment.

(v) A sale of assets in the ordinary course of business which are promptly replaced thereafter by assets of a similar type and value, or otherwise useful in the business of the Borrower or one of the Subsidiaries.

(vi) [Reserved].

(vii) [Reserved].

(viii) Dispositions of cash and cash equivalents to Fourth Amendment Credit Support Cash Collateral Accounts.

(b) The Parent will not lease, sell, transfer or otherwise dispose of any of its membership interest in the Borrower to any other Person.

#### 6.14 Liens.

(a) The Borrower will not, nor will it permit any of its Subsidiaries to, create, incur, or suffer to exist any Lien in, of or on the Property of the Borrower or any of its Subsidiaries, except for the following:

(i) Liens for taxes, assessments or governmental charges or levies on its Property (A) if the same are being contested in good faith and by appropriate proceedings and for which adequate reserves in accordance with GAAP shall have been set aside on its books or (B) the nonpayment of which is permitted or required by the Bankruptcy Code or order of the Bankruptcy Court.

(ii) Liens imposed by law, such as carriers', warehousemen's, mechanics', maritime, and oil and gas well liens and other similar liens arising in the ordinary course of business which secure payment of obligations not more than 90 days past due or which are being contested in good faith by appropriate proceedings and for which adequate reserves shall have been set aside on its books.

(iii) Inchoate and contractual Liens arising in the ordinary course of the oil and gas business under joint operating agreements, leases, farm outs, division orders and similar agreements.

(iv) Liens arising out of pledges or deposits (A) under worker's compensation laws, unemployment insurance, old age pensions, or other social security or retirement benefits, or similar legislation and (B) under Funded Indebtedness of the type permitted by Section 6.11(a)(v), which with respect to this clause (B) is limited to securing obligations in the aggregate amount not to exceed \$10,000,000.

(v) Utility easements, building restrictions and such other encumbrances or charges against real property as are of a nature generally existing with respect to properties of a similar character and which do not in any material way affect the marketability of the same or interfere with the use thereof in the business of the Borrower or its Subsidiaries.

(vi) Liens in favor of the Administrative Agent to secure the Secured Obligations.

(vii) Attachment, judgment and other similar, non-tax Liens in connection with court proceedings, but only if and for so long as the execution or other enforcement of such Liens is and continues to be effectively stayed and bonded on appeal in a manner reasonably satisfactory to Lenders for the full amount of such Liens, the validity and amount of the claims secured thereby are being actively contested in good faith and by appropriate lawful proceedings, such Liens do not, in the aggregate, materially detract from the value of the Property of the Borrower or any of its Subsidiaries or materially impair the use thereof in the operation of the Borrower's or any of its Subsidiaries' business and such Liens are and remain junior in priority to the Liens in favor of the Administrative Agent.

(viii) Adequate Protection Liens.

(ix) Liens in existence on the Petition Date on one or more cash collateral accounts and any cash contained therein, held with an issuer of any Fourth Amendment Credit Support Obligation with respect to such issuer's Fourth Amendment Credit Support Obligations.

(x) Financing statement filings in respect of operating leases intended by the parties to be true leases in existence on the Petition Date.

(xi) Liens of a collecting bank arising in the ordinary course of business under Section 4 208 of the UCC in effect in the relevant jurisdiction covering only the items being collected upon.

(b) The Parent will not create, incur, or suffer to exist any Lien in, of or on the Property of the Parent, except for the following:

(i) Liens for taxes, assessments or governmental charges or levies on its Property if the same are being contested in good faith and by appropriate proceedings and for which adequate reserves in accordance with GAAP shall have been set aside on its books.

(ii) Liens arising out of pledges or deposits under worker's compensation laws, unemployment insurance, old age pensions, or other social security or retirement benefits, or similar legislation.

(iii) Liens in favor of the Administrative Agent to secure the Secured Obligations.

(iv) Attachment, judgment and other similar, non-tax Liens in connection with court proceedings, but only if and for so long as the execution or other enforcement of such Liens is and continues to be effectively stayed and bonded on appeal in a manner reasonably satisfactory to Lenders for the full amount of such Liens, the validity and amount of the claims secured thereby are being actively contested in good faith and by appropriate lawful proceedings, such Liens do not, in the aggregate, materially detract from the value of the Property of the Borrower or any of its Subsidiaries or materially impair the use thereof in the operation of the Borrower's or any of its Subsidiaries' business and such Liens are and remain junior in priority to the Liens in favor of the Administrative Agent.

(v) Liens securing Capitalized Lease Obligations or purchase money obligations; provided that such Liens only attach to the property (a) acquired with the proceeds of such indebtedness or (b) which is the subject of such Capitalized Lease Obligations.

(vi) Financing statement filings in respect of operating leases intended by the parties to be true leases.

6.15 Fiscal Year. No Loan Party will, nor will it permit any Subsidiary to, change its fiscal year from the basis in effect on the Petition Date.

6.16 Transactions with Affiliates. The Borrower and the Parent will not, and will not permit any of the Borrower's Subsidiaries to, enter into any transaction (including, without limitation, the purchase or sale of any Property or service) with, or make any payment or transfer to, any Affiliate except (a) in the ordinary course of business and pursuant to the reasonable requirements of the Borrower's or the Parent's or such Subsidiary's business and upon fair and reasonable terms no less favorable to the Borrower, the Parent or such Subsidiary than the Borrower, the Parent or such Subsidiary would obtain in a comparable arms height and length transaction; and (b) transactions between or among the Borrower and/or the Parent and/or any Wholly-Owned Subsidiary of the Borrower and/or the Parent.

6.17 Financial Covenant.

(a) The Loan Parties shall not permit Liquidity at any time to be less than \$125,000,000.

(b) On the Thursday of the second full calendar week after the Closing Date and on every other Thursday thereafter (each such date, a "Testing Date"), the Borrower shall not permit the actual cash disbursements made by the Loan Parties (excluding disbursements in respect of Professional Fees related to the Chapter 11 Cases) during the applicable Testing Period to be greater than 115% of the projected aggregate cash disbursements as set forth in the Budget for such Testing Period. "Testing Period" shall mean (A) with respect to the first Variance Report required to be delivered hereunder, the period from the Closing Date to the Friday immediately preceding the date on which such Variance Report was required to be delivered and (B) with respect to any other Variance Report, the two week period ending on the Friday immediately preceding the date such Variance Report was required to be delivered.

6.18 Investments. Except for Permitted Investments, the Parent will not, and will not permit the Borrower or any of its Subsidiaries to, make any Investments in any Person who is not a Wholly-Owned Subsidiary. The Parent and the Borrower each will not and will not permit any Subsidiary to make any Acquisition of any Person.

6.19 Optional Payments and Modifications of Certain Debt Instruments. The Parent and the Borrower will not, and will not permit any of its Subsidiaries to, amend, modify, waive or otherwise change, or consent or agree to any amendment, modification, waiver or other change to, any of the terms of the Senior Notes if the effect of such amendment, modification, waiver or other change would be (a) to shorten the scheduled maturity date of the Senior Notes or such other indebtedness, (b) to increase the frequency or amount of any amortization payment thereunder, (c) to impose a financial maintenance covenant, (d) to reduce the maximum principal amount of Obligations permitted to be secured under the indentures governing the Senior Notes without triggering the equal and ratable provisions thereof, (e) to impose any other restriction or event of default which is not also being offered to the Lenders concurrently or (f) directly adverse to the Lenders.

6.20 Negative Pledge Agreements. Except pursuant to this Agreement or an order of the Bankruptcy Court, the Parent and the Borrower will not, and will not permit any Loan Party to, directly or indirectly, enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon (a) the ability of such Person to create, incur or permit to exist any Lien upon any of its Property, or (b) the ability of such Person to make Restricted Payments with respect to any of its Equity Interests or to make or repay loans or advances to the Borrower or any other Subsidiary or to guarantee indebtedness of the Borrower or any other Subsidiary; provided that the foregoing shall not apply to (i) restrictions and conditions imposed by any requirement of law or by any Loan Document or the Senior Note Indentures, (ii) restrictions and conditions existing on the Petition Date identified on Schedule 6.20 (but shall apply to any extension or renewal of, or any amendment or modification expanding the scope of, any such restriction or condition), (iii) customary restrictions and conditions contained in agreements relating to the sale of a Subsidiary pending such sale, provided that such restrictions and conditions apply only to the Subsidiary that is to be sold and such sale is permitted hereunder, (iv) restrictions or conditions imposed by any agreement relating to secured indebtedness permitted by this Agreement if such restrictions or conditions apply only to the Property securing such indebtedness, (v) customary provisions in leases and other contracts restricting the assignment thereof, (vi) limitations set forth in any agreement in effect at the time any Subsidiary becomes a Subsidiary, so long as such agreement was not entered into solely in contemplation of such Person becoming a Subsidiary and any renewal or permitted amendment thereof, (vii) customary provisions in joint venture agreements or other similar agreements applicable to joint ventures and applicable solely to such joint venture or (viii) customary provisions restricting assignment, transfer or sub-letting of any agreement.

6.21 Capital Expenditures. No Loan Party shall, nor shall it permit any of its Subsidiaries to, incur or commit to incur any Capital Expenditures other than Capital Expenditures set forth in the Budget.

6.22 Key Employee Plans. No Loan Party shall (a)(i) enter into any key employee or executive incentive or retention plan, other than such plans in effect as of the Petition Date or (ii) amend or modify any existing key employee retention plan and incentive plan in a manner that increases benefits payable thereunder, unless such plan, amendment or modification, as applicable, is reasonably satisfactory to the Required Lenders and (b) other than the payments of salary, wages or expense reimbursements, in each case to managers, officers, and management- or executive-level employees of any of the Loan Parties, make any grant or payment after the Closing Date (including pursuant to a key employee or executive incentive or retention plan or other similar agreement or arrangement) to any director, manager, officer, or management- or executive-level employee of any of the Loan Parties.

6.23 Superpriority Claims. No Loan Party shall create or permit to exist any Superpriority Claim other than Superpriority Claims permitted by the DIP Order (including the Carve-Out).

6.24 Negative Pledge on Real Property. No Loan Party shall create, incur or permit to exist any Lien in, of or on any real property of such Loan Party, other than Permitted Liens.

## ARTICLE VII EVENTS OF DEFAULT

7.1 Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default:

(a) Any representation or warranty made or deemed made by or on behalf of the Parent, the Borrower or any of Borrower's Subsidiaries to the Lenders or the Administrative Agent under or in connection with this Agreement, any certificate or information delivered in connection with this



Agreement or any other Loan Document shall be materially false on the date as of which made or deemed made.

(b) (i) The Borrower shall fail to pay any reimbursement obligation in respect of any L/C Disbursement when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise.

(ii) The Borrower shall fail to pay any interest on any obligation, fee or any other amount (other than an amount referred to in Section 7.1(b)(ii)) payable under this Agreement or any other Loan Document, or any Loan Party shall fail to pay any Rate Management Obligations or Specified Cash Management Obligations to any Lender or affiliate thereof, in each case when and as the same shall become due and payable, and such failure shall continue unremedied for a period of five days.

(c) The breach by the Parent or Borrower of any of the terms or provisions of Sections 6.3(a), 6.10, 6.11, 6.12, 6.13, 6.14, 6.15, 6.17, 6.18, 6.19, 6.20, 6.21, 6.22 or 6.23.

(d) Any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in Sections 2.18(e) and (f), 6.1, 6.3 (other than Section 6.3(a)), 6.4, 6.6, 6.8 or 6.9 and such failure shall continue unremedied for a period of three (3) Business Days after the earlier of any Authorized Officer's knowledge of such breach or notice thereof from the Administrative Agent.

(e) Any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in this Agreement (other than those which constitute a default under another Section of this Article VII), and such failure shall continue unremedied for a period of 30 days after the earlier of any Authorized Officer's knowledge of such breach or notice thereof from the Administrative Agent.

(f) Failure of the Parent, the Borrower or any of the Borrower's Subsidiaries to pay when due any Funded Indebtedness, Rate Management Obligations or Specified Cash Management Obligations, in each case incurred after the Petition Date, to any Person (other than the Lenders) aggregating in excess of \$1,000,000 ("Material Indebtedness"); or the default by the Parent, the Borrower or any of the Borrower's Subsidiaries in the performance (beyond the applicable grace period with respect thereto, if any) of any term, provision or condition contained in any agreement under which any such Material Indebtedness was created or is governed, or any other event shall occur or condition exist, the effect of which default or event is to cause, or to permit the holder or holders of such Material Indebtedness to cause, such Material Indebtedness to become due prior to its stated maturity; or any Material Indebtedness of the Borrower or any of its Subsidiaries shall be declared to be due and payable or required to be prepaid or repurchased (other than by a regularly scheduled payment) prior to the stated maturity thereof.

(g) [Reserved].

(h) [Reserved].

(i) Any court, government or governmental agency shall condemn, seize or otherwise appropriate, or take custody or control of, all or any portion of the Property of the Parent, the Borrower and Borrower's Subsidiaries which, when taken together with all other Property of the Parent, the Borrower and Borrower's Subsidiaries so condemned, seized, appropriated, or taken custody or control of, during the twelve month period ending with the month in which any such action occurs, constitutes a Substantial Portion.

(j) The Parent, the Borrower or any of Borrower's Subsidiaries shall fail within 30 days to pay, bond or otherwise discharge one or more (i) judgments or orders for the payment of money in



excess of \$1,000,000 (or the equivalent thereof in currencies other than U.S. Dollars) in the aggregate, or (ii) nonmonetary judgments or orders which, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect, which judgment(s), in any such case, is/are not stayed on appeal or otherwise being appropriately contested in good faith.

(k) Any Change in Control shall occur.

(l) [Reserved].

(m) (i) The occurrence of any of the following that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect: a Reportable Event with respect to any Plan; the withdrawal by the Borrower or any ERISA Affiliate from any Plan; the insolvency or termination of any Plan; any Plan becoming in at risk, endangered, or critical status (within the meaning of Sections 303 or 305 of ERISA); the failure to pay when due (after expiration of any applicable grace period) any installment with respect to liability imposed in connection with a withdrawal under Section 4201 of ERISA.

(ii) The Parent or the Borrower becomes an entity deemed to hold “plan assets” within the meaning of 29 C.F.R. § 2510.3-101 of an employee benefit plan (as defined in Section 3(3) of ERISA) which is subject to Title I of ERISA or any plan (within the meaning of Section 4975 of the Code).

(n) Any material provision of any Loan Document for any reason ceases to be valid, binding and enforceable in accordance with its terms (or any Loan Party shall challenge the enforceability of any Loan Document or assert in writing, or engage in any action or inaction that evidences its assertion, that any provision of any of the Loan Documents has ceased to be or otherwise is not valid, binding and enforceable in accordance with its terms).

(o) The occurrence of any of the following:

(i) (A) The entry of an order dismissing the Chapter 11 Cases or converting the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, (B) the entry of an order appointing a chapter 11 trustee in the Chapter 11 Cases, (C) the entry of an order in the Chapter 11 Case appointing an examiner having expanded powers (beyond those set forth under Sections 1106(a)(3) and (4) of the Bankruptcy Code) and (D) the filing of any pleading by any Loan Party seeking, or otherwise consenting to, any of the matters set forth in clauses (A) through (C) above.

(ii) (A) An amendment, supplement or other modification shall have been made to, or a consent or waiver shall have been granted with respect to any departure by any person from the provisions of, the Approved Plan (without giving effect to such amendment, supplement, modification, consent or waiver), in each case, in a manner that is not permitted pursuant to the definition thereof (it being agreed an amendment, supplement or other modification to the Approved Plan to provide for both the payment in full and in cash of all Secured Obligations under this Agreement (including the cash collateralization of any Letters of Credit) and the termination of all Commitments hereunder, and all claims under the Existing Credit Agreement on the Closing Date and for third party releases in favor of the Administrative Agent, the Lenders and any other secured parties under the Existing Credit Agreement, this Agreement or other Loan Documents (such a plan of reorganization, a “Cash Pay Plan”) shall not constitute an Event of Default), (B) any plan other than the Approved Plan or a Cash Pay Plan is filed by, or with the support of, a Loan Party without the consent of the Required Lenders, (C) the Loan Parties shall have commenced or participated in furtherance of any solicitation in respect of a proposed plan or reorganization other than the Approved Plan or a Cash Pay Plan, (D) the Bankruptcy Court shall terminate or reduce the

period pursuant to Section 1121 of the Bankruptcy Code during which the Loan Parties have the exclusive right to file a plan of reorganization and solicit acceptances thereof, (E) the Bankruptcy Court shall grant relief that is inconsistent with the Approved Plan in any material respect and that is adverse to the Administrative Agent's or the Secured Parties' interests or inconsistent with the Loan Documents or (F) any of the Loan Parties or any of their affiliates shall file any motion or pleading with the Bankruptcy Court that is inconsistent in any material respect with the Approved Plan and such motion or pleading has not been withdrawn prior to the earlier of (y) three (3) Business Days of the Borrower receiving notice from the Administrative Agent and (z) entry of an order of the Bankruptcy Court approving such motion or pleading.

(iii) The entry of the Final Order shall not have occurred on or before the Final Order Entry Deadline, or there shall be a breach by any Loan Party of any material provisions of the Interim Order (prior to entry of the Final Order) or the Final Order, or the Interim Order (prior to entry of the Final Order) or Final Order shall cease to be in full force and effect or shall have been reversed, modified, amended, stayed, vacated or subject to stay pending appeal, in the case of any modification or amendment, without the prior written consent of Administrative Agent and Required Lenders.

(iv) Other than the DIP Order in respect of the Carve-Out, the entry of an order in the Chapter 11 Cases charging any of the DIP Collateral under Section 506(c) of the Bankruptcy Code against the Lenders under which any person takes action against the DIP Collateral or that becomes a final non-appealable order, or the commencement of other actions that is adverse to the Administrative Agent or the Lenders or their respective rights and remedies under the DIP Facility in any of the Chapter 11 Cases or inconsistent with the Loan Documents.

(v) The entry of an order granting relief from any stay of proceeding (including, without limitation, the automatic stay) so as to allow a third party to proceed with foreclosure (or granting of a deed in lieu of foreclosure) against any asset with a value in excess of \$250,000.

(vi) The payment of any pre-Petition Date claims (other than (A) in respect of accrued payroll and related expenses as of the Petition Date or (B) as permitted by the Interim Order, the Final Order, or pursuant to an order entered in the Chapter 11 Cases that is supported, or not objected to, by the Required Lenders, including any "first day" motions and proposed orders).

(vii) Any lien securing or Superpriority Claim in respect of the obligations under the DIP Facility shall cease to be valid, perfected (if applicable) and enforceable in all respects or to have the priority granted under the Interim Order and the Final Order, as applicable.

(viii) The existence of any claims or charges (including any grant of adequate protection), or the entry of any order of the Bankruptcy Court authorizing any claims or charges (including any grant of adequate protection), other than in respect of the DIP Facility and the Carve-Out or as otherwise permitted under the Loan Documents, entitled to superpriority under Section 364(c)(1) of the Bankruptcy Code *pari passu* with or senior to the DIP Facility, or there shall arise or be granted by the Bankruptcy Court (A) any claim having priority over any or all administrative expenses of the kind specified in clause (b) of Section 503 or clause (b) of Section 507 of the Bankruptcy Code (other than the Carve Out and the DIP Term Loan Documents) that is *pari passu* or senior to the Superpriority Claim or (B) any Lien on the DIP Collateral having a priority senior to or *pari passu* with the liens and security interests granted pursuant to the DIP Order and the Loan Documents, except as expressly provided herein or in the Interim Order or the Final Order, whichever is in effect.

(ix) The Loan Parties or any of their Subsidiaries, shall obtain court authorization to commence, or shall commence, join in, assist or otherwise participate as an adverse party

in any suit or other proceeding against the Administrative Agent or any of the Lenders relating to the DIP Facility or the Existing Credit Agreement.

(x) Failure to satisfy any of the Milestones in accordance with the terms relating to such Milestone.

(xi) After the entry thereof by the Bankruptcy Court, the Confirmation Order shall cease to be in full force and effect, or any Loan Party shall fail to satisfy in full all obligations under the DIP Facility (or convert the DIP Facility into the Exit Facility) on or prior to the effective date of the Approved Plan or fail to comply in any material respect with the Confirmation Order, or the Confirmation Order shall have been revoked, remanded, vacated, reversed, rescinded or modified or amended in any manner that (A) is adverse to the Secured Parties' interests, rights or treatment or inconsistent with the Loan Documents, (B) alters the debt capital structure of the Loan Parties as set forth in the Approved Plan, (C) allows for the incurrence of indebtedness upon or in conjunction with the effective date of the Approved Plan not otherwise contemplated under the Approved Plan (without giving effect to any such modification or supplement) or (D) changes the priority or treatment of any indebtedness from that set forth in the Approved Plan (without giving effect to any such modification or supplement).

(xii) Except as otherwise consented to by the Required Lenders, any sale, conveyance, disposition or other transfer of all or a material portion of the DIP Collateral pursuant to the Bankruptcy Code other than as permitted pursuant (A) the Interim Order or the Final Order or (B) the Approved Plan.

(xiii) The Loan Parties, taken as a whole, cease to conduct substantially all of their business operations.

(xiv) [Reserved].

(xv) Any Loan Party fail to comply with the Interim Order or the Final Order in any material respect.

(xvi) Any Loan Party shall commence, join in, assist or otherwise participate (or attempt to commence, join in, assist or otherwise participate) as an adverse party in any suit or other proceeding against the Administrative Agent or any of the Lenders to (A) contest the validity or enforceability of any Loan Document or (B) contest the validity or perfection of any Lien securing the Secured Obligations.

## ARTICLE VIII ACCELERATION AND REMEDIES

8.1 Acceleration. If any Event of Default occurs, the Required Lenders (or the Administrative Agent with the consent of the Required Lenders) may declare the Obligations (including, but not limited to, the cash collateral for the L/C Exposure, together with the accrued interest thereon and all fees) to be due and payable, or both, whereupon the Obligations shall become immediately due and payable, without presentment, demand, protest or notice of any kind, all of which the Borrower hereby expressly waives.

8.2 Preservation of Rights. No delay or omission of the Lenders or the Administrative Agent to exercise any right or power under the Loan Documents shall impair such right or power or be construed to be a waiver thereof, and the issuance, amendment, renewal or extension of a Letter of Credit notwithstanding the existence of an Event of Default or the inability of the Borrower to satisfy the conditions precedent to such issuance, amendment, renewal or extension of a Letter of Credit shall not

constitute any waiver or acquiescence. Any single or partial exercise of any such right or power shall not preclude other or further exercise thereof or the exercise of any other right or power, and no waiver, amendment or other variation of the terms, conditions or provisions of the Loan Documents whatsoever shall be valid unless in writing signed by the Lenders required pursuant to Section 9.11, and then only to the extent in such writing specifically set forth. The rights and remedies of the Administrative Agent, the Issuing Lender and the Lenders hereunder or contained in any other Loan Document or by law afforded shall be cumulative, and not exclusive of any rights that they would otherwise have, and all shall be available to the Administrative Agent, the Issuing Lender and the Lenders until the Obligations have been paid in full.

8.3 Application of Proceeds. Except as otherwise provided in Section 2.19, and subject to the DIP Order, all proceeds realized from the liquidation or other disposition of collateral, whether by acceleration or otherwise, shall be applied ratably:

(a) first, to pay any fees, indemnities, or expense reimbursements then due to the Administrative Agent and the Issuing Lender from the Borrower (other than in connection with Specified Cash Management Obligations or Rate Management Obligations);

(b) second, to pay any fees, indemnities, or expense reimbursements then due to the Lenders from the Borrower (other than in connection with Specified Cash Management Obligations or Rate Management Obligations);

(c) third, [reserved];

(d) fourth, to prepay principal and interest on unreimbursed L/C Disbursements, ratably;

(e) fifth, to pay an amount to the Administrative Agent equal to one hundred five percent (105%) of the aggregate L/C Exposure, to be held as cash collateral for such Obligations;

(f) sixth, to pay any amounts owing in respect of Specified Cash Management Obligations and Rate Management Obligations up to and including the amount most recently provided to the Administrative Agent pursuant to this Section 8.3; and

(g) seventh, to the payment of any other Secured Obligation due to the Administrative Agent or any Lender by the Borrower or any other Loan Party.

Notwithstanding the foregoing, (x) amounts received from any Loan Party shall not be applied to any Excluded Swap Obligation of such Loan Party and (y) Secured Obligations arising under Specified Cash Management Obligations and Rate Management Obligations shall be excluded from the application described above in clause (f) if the Administrative Agent has not received written notice thereof, together with such supporting documentation as the Administrative Agent may reasonably request, from the applicable Lender or Affiliate thereof (other than JPMorgan Chase Bank, N.A. or any of its Affiliates who shall have been deemed to have provided such notice), as the case may be. Each Affiliate of a Lender not a party to this Agreement that has given the notice contemplated by the preceding sentence shall, by such notice, be deemed to have acknowledged and accepted the appointment of the Administrative Agent pursuant to the terms of Article VIII hereof for itself and its Affiliates as if a "Lender" party hereto. It is understood and agreed that Lenders who were also Lenders under the Existing Credit Agreement that, prior to the Closing Date, provided notices to the Existing Agent in respect of Banking Services for, or Rate Management Transactions with, any Loan Party or any Subsidiary of a Loan Party shall have been deemed to have provided such notices under this Agreement.

## ARTICLE IX GENERAL PROVISIONS

9.1 Survival of Representations. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, the Issuing Lender or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as any fee or any other amount payable under this Agreement is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Aggregate Commitment has not expired or terminated. The provisions of Sections 3.1, 3.3, 3.4, 9.6 and Article X shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the expiration or termination of the Letters of Credit and the Aggregate Commitment or the termination of this Agreement or any other Loan Document or any provision hereof or thereof.

9.2 Governmental Regulation. Anything contained in this Agreement to the contrary notwithstanding, no Lender shall be obligated to extend credit to the Borrower in violation of any limitation or prohibition provided by any applicable statute or regulation.

9.3 Headings. Section headings in the Loan Documents are for convenience of reference only, and shall not govern the interpretation of any of the provisions of the Loan Documents.

9.4 Entire Agreement. This Agreement and the other Loan Documents represent the entire agreement of the Parent, the Borrower, the Administrative Agent and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Lender relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

9.5 Several Obligations; Benefits of this Agreement. The respective obligations of the Lenders hereunder are several and not joint and no Lender shall be the partner or agent of any other (except to the extent to which the Administrative Agent is authorized to act as an agent). The failure of any Lender to perform any of its obligations hereunder shall not relieve any other Lender from any of its obligations hereunder. This Agreement shall not be construed so as to confer any right or benefit upon any Person other than the parties to this Agreement and their respective successors and assigns, provided, however, that the parties hereto expressly agree that the Arrangers shall enjoy the benefits of the provisions of Sections 9.6, 9.10 and 10.7 to the extent specifically set forth therein and each such Arranger shall have the right to enforce such provisions on its own behalf and in its own name to the same extent as if it were a party to this Agreement.

9.6 Expenses; Indemnification.

(a) The Loan Parties shall, jointly and severally, reimburse the Administrative Agent and the Arrangers for any reasonable costs and out of pocket expenses (including (i) reasonable and documented, out-of-pocket costs, expenses and fees of one financial advisor and (ii) attorneys' fees and charges of one primary counsel for the Administrative Agent, which attorneys may be employees of the Administrative Agent) paid or incurred by the Administrative Agent or the Arrangers in connection with the preparation, negotiation, execution, delivery, syndication, review, amendment, modification, and administration of the Loan Documents (whether or not the transactions contemplated hereby or thereby



shall be consummated). The Loan Parties shall, jointly and severally, reimburse the Lenders for any reasonable costs and out of pocket expenses (including (x) reasonable and documented, out-of-pocket costs, expenses and fees of one financial advisor and (y) attorneys' fees and charges of one primary counsel for the Lenders) paid or incurred by the Lenders in connection with the preparation, negotiation, execution, delivery, syndication, review, amendment, modification, and administration of the Loan Documents (whether or not the transactions contemplated hereby or thereby shall be consummated). The Loan Parties also agree, jointly and severally, to reimburse the Administrative Agent, the Arrangers, the Lenders and any Issuing Lender for any costs and out of pocket expenses (including attorneys' fees and charges of attorneys for the Administrative Agent, the Arrangers, the Lenders and any Issuing Lender, which attorneys may be employees of the Administrative Agent, the Arrangers, the Lenders or any Issuing Lender, but only including the fees and charges of one financial advisor for the Administrative Agent, Lenders and Issuing Lenders as a whole) paid or incurred by the Administrative Agent, the Arrangers, any Lender or any Issuing Lender in connection with the protection, collection or enforcement of the rights of any of the foregoing in connection with the Loan Documents, including all such out of pocket expenses incurred during any workout or restructuring in respect of such Loan Documents. Without limitation of the foregoing, the Loan Parties shall reimburse the Administrative Agent for the fees, costs and expenses incurred in connection with (i) any field exams, audits, appraisals or other reviews permitted under Section 6.9 to the extent provided therein or (ii) collecting checks and other items of payment while a Cash Dominion Trigger Period is in effect. Without prejudice to the survival of any other agreement of the Loan Parties hereunder, the agreements and obligations of the Loan Parties contained in this Section 9.6(a) shall survive the termination of this Agreement, the termination of all Commitments, and the payment of amounts payable under this Agreement.

(b) The Borrower shall indemnify the Administrative Agent, the Arrangers, each Issuing Lender and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims (including intraparty claims), demands, damages or liabilities of any kind (collectively "Liabilities") and related expenses, including the reasonable fees and expenses of one firm of counsel for all Indemnities, taken as a whole, and, if reasonably necessary, one specialist counsel in each area of specialty reasonably necessary and one firm of local counsel in each appropriate jurisdiction, and, in the case of an actual or perceived conflict of interest (as reasonably determined by an Indemnitee), one additional firm of counsel in each relevant jurisdiction and specialty for the affected Indemnities similarly situated, taken as a whole, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document, or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the Transactions or any other transactions contemplated hereby, (ii) any Letter of Credit, L/C Participation or the use of the proceeds therefrom (including any refusal by an Issuing Lender to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any Environmental Liability related in any way to the Borrower or any of its Subsidiaries, or (iv) any actual or prospective Proceedings relating to any of the foregoing, whether or not such Proceedings is brought by the Parent, the Borrower or any other Loan Party or their respective equity holders, Affiliates, creditors or any other third Person and whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such Liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted primarily from the gross negligence or willful misconduct of such Indemnitee. This Section 9.6(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims or damages arising from any non-Tax claim. The obligations of the Borrower under this Section 9.6(b) shall survive the termination of this Agreement.

(c) To the extent that any Loan Party fails to pay any amount required to be paid by it to the Administrative Agent (or any sub-agent thereof) or the Issuing Lender (or any Indemnitee of any of the foregoing) under Section 9.6(a) or (b), each Lender severally agrees to pay to the Administrative Agent or the Issuing Lender (or any Indemnitee of any of the foregoing), as the case may be, such Lender's Pro Rata Share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount (it being understood that any such payment by the Lenders shall not relieve any Loan Party of any default in the payment thereof); provided that the unreimbursed expense or indemnified loss, claim, damage, penalty, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent or the Issuing Lender in its capacity as such.

(d) To the extent permitted by applicable law, (i) no Loan Party shall assert, and each Loan Party hereby waives, any claim against any Indemnitee, for any damages arising from the use by others of information or other materials (including, without limitation, any personal data) obtained through telecommunications, electronic or other information transmission systems (including the Internet), or (ii) no party hereto shall assert, and each party hereto hereby waives, any claim against any other party, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document, or any agreement or instrument contemplated hereby or thereby any Letter of Credit or the use of the proceeds thereof; provided that, nothing in this paragraph (d) shall relieve any Loan Party of any obligation it may have to indemnify an Indemnitee against any special, indirect, consequential or punitive damages asserted against such Indemnitee by a third party.

(e) All amounts due under this Section shall be payable not later than 10 days after written demand therefor.

9.7 Usury Savings Clause. Notwithstanding any other provision herein, the aggregate interest rate charged hereunder, including all charges or fees in connection therewith deemed in the nature of interest under applicable law, shall not exceed the Highest Lawful Rate (as such term is defined below). It is the intention of the Lenders and the Borrower to conform strictly to any applicable usury laws. Accordingly, if any Lender contracts for, charges, or receives any consideration which constitutes interest in excess of the Highest Lawful Rate, then any such excess shall be cancelled automatically and, if previously paid, shall be used to cash collateralize the L/C Exposure pursuant to Section 2.2.9. As used in this paragraph, the term "Highest Lawful Rate" means the maximum lawful interest rate, if any, that at any time or from time to time may be contracted for, charged, or received under the laws applicable to such Lender which are presently in effect or, to the extent allowed by law, under such applicable laws which may hereafter be in effect and which allow a higher maximum nonusurious interest rate than applicable laws now allow.

9.8 Severability of Provisions. Any provision in any Loan Document that is held to be inoperative, unenforceable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end the provisions of all Loan Documents are declared to be severable.

9.9 Acknowledgements. Each of the Parent and the Borrower hereby acknowledges that: (a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents; (b) neither the Administrative Agent nor any Lender has any fiduciary relationship with or duty to the Parent or the Borrower arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between Administrative Agent and Lenders, on one hand, and the Parent and the Borrower, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and (c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Parent, the Borrower and the Lenders.



9.10 Confidentiality. Each of the Administrative Agent, each Issuing Lender and each Lender agrees to keep confidential all Information (as defined below); provided that nothing herein shall prevent the Administrative Agent, any Issuing Lender or any Lender from disclosing any such information (a) to the Administrative Agent, any Issuing Lender any other Lender or any affiliate thereof, (b) subject to an agreement to comply with the provisions of this Section 9.10, to any actual or prospective Transferee or any direct or indirect counterparty to any Rate Management Obligation, Specified Cash Management Obligation or other swap agreement (or any professional advisor to such counterparty), (c) to its employees, directors, agents, attorneys, accountants and other professional advisors or those of any of its affiliates who need to know such information, (d) upon the request or demand of any governmental authority or quasi-governmental authority, (e) in response to any order of any court or other governmental authority or quasi-governmental authority or as may otherwise be required pursuant to any requirement of law, (f) if requested or required to do so in connection with any litigation or similar proceeding, (g) that has been publicly disclosed, (h) to the National Association of Insurance Commissioners or any similar organization or any nationally recognized rating agency that requires access to information about a Lender's investment portfolio in connection with ratings issued with respect to such Lender, or (i) in connection with the exercise of any remedy hereunder or under any other Loan Document, or (j) if agreed by the Borrower in its sole discretion, to any other Person. "Information" means all information received from a Loan Party relating to the Loan Parties, any of its Subsidiaries or their respective businesses, other than any such information that is available to the Administrative Agent, any Issuing Lender or any Lender on a non-confidential basis prior to disclosure by a Loan Party and other than information pertaining to this Agreement routinely provided by arrangers to data service providers, including league table providers, that serve the lending industry; provided that in the case of information received from a Loan Party after the Closing Date, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section 9.10 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each Lender acknowledges that information furnished to it pursuant to this Agreement or the other Loan Documents may include material non-public information concerning the Borrower and its Affiliates and their related parties or their respective securities, and confirms that it has developed compliance procedures regarding the use of material non-public information and that it will handle such material non-public information in accordance with those procedures and applicable law, including Federal and state securities laws.

All information, including requests for waivers and amendments, furnished by the Borrower or the Administrative Agent pursuant to, or in the course of administering, this Agreement or the other Loan Documents will be syndicate-level information, which may contain material non-public information about the Borrower and its Affiliates and their related parties or their respective securities. Accordingly, each Lender represents to the Borrower and the Administrative Agent that it has identified in its administrative questionnaire a credit contact who may receive information that may contain material non-public information in accordance with its compliance procedures and applicable law, including Federal and state securities laws.

9.11 Amendments and Waivers. Subject to Section 3.2(c), none of this Agreement, any other Loan Document, or any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of this Section 9.11. The Required Lenders and each Loan Party party to the relevant Loan Document may, or, with the written consent of the Required Lenders, the Administrative Agent and each Loan Party party to the relevant Loan Document may, from time to time, (a) enter into written amendments, supplements or modifications hereto and to the other Loan Documents for the purpose of adding any provisions to this Agreement or the other Loan Documents or changing in any manner the rights of the Lenders or of the Loan Parties hereunder or thereunder or (b) waive, on such terms and

conditions as the Required Lenders or the Administrative Agent, as the case may be, may specify in such instrument, any of the requirements of this Agreement or the other Loan Documents or any Event of Default and its consequences; provided, however, that no such waiver and no such amendment, supplement or modification shall (i) reduce the stated rate of any interest or fee payable hereunder (except (x) in connection with the waiver of applicability of any post-default increase in interest rates and (y) that any amendment or modification of defined terms used in the financial covenants in this Agreement shall not constitute a reduction in the rate of interest or fees for purposes of this clause (i)) or extend the scheduled date of any payment thereof, or increase the amount or extend the expiration date of any Lender's Commitment, in each case without the written consent of each Lender directly affected thereby; (ii) eliminate or reduce the voting rights of any Lender under this Section 9.11 without the written consent of such Lender; (iii) consent to the assignment or transfer by the Borrower of any of its rights and obligations under this Agreement and the other Loan Documents without the consent of all Lenders; (iv) release all or any portion of the DIP Collateral, or agree to subordinate any Lien in such DIP Collateral to any other creditor, or release any Subsidiary Guarantor from its guaranty, in each case without the written consent of all Lenders; provided, however, that without the consent of any Lender, the Administrative Agent may release any DIP Collateral or Guarantor in order to give effect to, or otherwise in connection with, any sale, transfer or other disposition of such DIP Collateral or Guarantor permitted by this Agreement or such sale, transfer or other disposition of such DIP Collateral is ordered by the Bankruptcy Court; (v) amend, modify or waive any provision of Section 2.11, Section 8.3 or Section 11.2 or any other provision with respect to the application of payments without the written consent of all of the Lenders; (vi) reduce the percentage specified in the definition of "Required Lenders" or amend the definition of "Pro Rata Share" without the written consent of all Lenders; (vii) amend, modify or waive any provision of Article X or any other provision of any Loan Document that affects the Administrative Agent without the written consent of the Administrative Agent; (viii) amend, modify or waive any provision of Section 2.2 without the written consent of all of the Issuing Lenders; or (ix) amend the definition of "Borrowing Base" or any of its component definitions without the written consent of all of the Lenders. Any such waiver and any such amendment, supplement or modification shall apply equally to each of the Lenders and shall be binding upon the Loan Parties, the Lenders, the Administrative Agent and all future holders of the L/C Participations. In the case of any waiver, the Loan Parties, the Lenders and the Administrative Agent shall be restored to their former position and rights hereunder and under the other Loan Documents, and any Event of Default waived shall be deemed to be cured and not continuing; but no such waiver shall extend to any subsequent or other Event of Default, or impair any right consequent thereon. Notwithstanding anything to the contrary contained in the Loan Documents, the Administrative Agent and the Borrower, may amend, modify or supplement any Loan Document without the consent of any Lender in order to (w) correct, amend, cure or resolve any minor ambiguity, omission, defect, typographical error, inconsistency or other manifest error therein, (x) add a guarantor or collateral or otherwise enhance the rights and benefits of the Lenders or (y) make minor administrative or operational changes not adverse to any Lender. No real property shall be taken as DIP Collateral unless Lenders receive 45 days advance notice and each Lender confirms to the Administrative Agent that it has completed all flood due diligence, received copies of all flood insurance documentation and confirmed flood insurance compliance as required by the Flood Laws or as otherwise satisfactory to such Lender. At any time that any real property constitutes DIP Collateral, no modification of a Loan Document shall add, increase, renew or extend any loan, commitment or credit line hereunder until the completion of flood due diligence, documentation and coverage as required by the Flood Laws or as otherwise satisfactory to all Lenders.

9.12 The PATRIOT Act. Each Lender hereby notifies the Parent, Borrower and Subsidiaries that pursuant to the requirements of the Uniting and Strengthening by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of P.L. No. 107-56) (known as the "PATRIOT Act"), each Lender is required to obtain, verify and record information that identifies the Parent, Borrower and Subsidiaries, which information includes the name and address of the Parent, Borrower and

Subsidiaries and other information that will allow such Lender to identify the Parent, Borrower and Subsidiaries in accordance with the PATRIOT Act.

Promptly following any request therefor, the Borrower shall provide information and documentation reasonably requested by the Administrative Agent or any Lender for purposes of compliance with applicable “know your customer” and anti-money-laundering rules and regulations, including, without limitation, the PATRIOT Act and the Beneficial ownership Regulation.

9.13 [Reserved].

9.14 Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for any other agreement or instrument that is a QFC (such support “QFC Credit Support” and each such QFC a “Supported QFC”), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the “U.S. Special Resolution Regimes”) in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

In the event a Covered Entity that is party to a Supported QFC (each, a “Covered Party”) becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

## ARTICLE X THE ADMINISTRATIVE AGENT

10.1 Appointment. Each Lender hereby irrevocably designates and appoints the Administrative Agent as the agent of such Lender under this Agreement and the other Loan Documents, and each such Lender irrevocably authorizes the Administrative Agent, in such capacity, to take such action on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent by the terms of this Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement, the Administrative Agent shall not have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall

be read into this Agreement or any other Loan Document or otherwise exist against the Administrative Agent.

10.2 Delegation of Duties. The Administrative Agent may execute any of its duties under this Agreement and the other Loan Documents by or through agents or attorneys in fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible for the negligence or misconduct of any agents or attorneys-in fact selected by it with reasonable care.

10.3 Exculpatory Provisions. None of the Administrative Agent, the Syndication Agent or any of their respective officers, directors, employees, agents, advisors, attorneys in fact or affiliates shall be (a) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement or any other Loan Document (except to the extent that any of the foregoing are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from its or such Person's own gross negligence or willful misconduct) or (b) responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by any Loan Party or any officer thereof contained in this Agreement or any other Loan Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent or the Syndication Agent under or in connection with, this Agreement or any other Loan Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document or for any failure of any Loan Party a party thereto to perform its obligations hereunder or thereunder. The Administrative Agent and the Syndication Agent shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of any Loan Party.

10.4 Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any instrument, writing, resolution, notice, consent, certificate, affidavit, letter, telecopy or email message, statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including counsel to the Parent or the Borrower), independent accountants and other experts selected by the Administrative Agent. The Administrative Agent may deem and treat the payee of any Note as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Administrative Agent. The Administrative Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless it shall first receive such advice or concurrence of the Required Lenders (or, if so specified by this Agreement, all Lenders) as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the other Loan Documents in accordance with a request of the Required Lenders (or, if so specified by this Agreement, all Lenders), and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of L/C Participations.

10.5 Notice of Default. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default unless the Administrative Agent has received notice from a Lender, the Parent or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default". In the event that the Administrative Agent receives such a notice, the Administrative Agent shall give notice thereof to the Lenders. The Administrative Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders (or, if so specified by this Agreement, all Lenders); provided

that unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Lenders.

10.6 Non-Reliance on Agents and Other Lenders. Each Lender expressly acknowledges that none of the Administrative Agent and the Syndication Agent nor any of their respective officers, directors, employees, agents, advisors, attorneys in fact or affiliates have made any representations or warranties to it and that no act by the Administrative Agent or the Syndication Agent hereafter taken, including any review of the affairs of a Loan Party or any affiliate of a Loan Party, shall be deemed to constitute any representation or warranty by the Administrative Agent or the Syndication Agent to any Lender. Each Lender represents to the Administrative Agent and the Syndication Agent that it has, independently and without reliance upon the Administrative Agent, the Syndication Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates and made its own decision to issue Letters of Credit or obtain and fund L/C Participations hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon the Administrative Agent, the Syndication Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent hereunder, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of any Loan Party or any affiliate of a Loan Party that may come into the possession of the Administrative Agent or any of its officers, directors, employees, agents, advisors, attorneys in fact or affiliates.

10.7 Indemnification. The Lenders agree to indemnify the Administrative Agent, the Syndication Agent, each Arranger, each Issuing Lender and each of their respective officers, directors, employees, affiliates, agents, advisors and Controlling Persons (each, an “Agent Indemnitee”) (to the extent not reimbursed by the Parent or the Borrower and without limiting the obligation of the Parent or the Borrower to do so), ratably according to their respective Pro Rata Share in effect on the date on which indemnification is sought under this Section, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever that may at any time be imposed on, incurred by or asserted against such Agent Indemnitee in any way relating to or arising out of, the Commitments, this Agreement, any of the other Loan Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent Indemnitee under or in connection with any of the foregoing; provided that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements that are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from such Agent Indemnitee’s gross negligence or willful misconduct. The agreements in this Section shall survive the termination of this Agreement and all other amounts payable hereunder.

10.8 Rights as a Lender. The Administrative Agent, the Syndication Agent, each Arranger and each of their respective affiliates may issue Letters of Credit and obtain and fund L/C Participations to, accept deposits from and generally engage in any kind of business with any Loan Party as though such Administrative Agent, Syndication Agent or Arranger were not an agent hereunder. With respect to any Letter of Credit issued or participated in by it, the Administrative Agent, the Syndication Agent and each Arranger shall have the same rights and powers under this Agreement and the other Loan Documents as



any Lender and may exercise the same as though it were not an Administrative Agent, Syndication Agent or Arranger, as applicable, and the terms “Lender” and “Lenders” shall include the Administrative Agent, the Syndication Agent and each Arranger in its individual capacity.

**10.9 Successor Administrative Agent.** The Administrative Agent may resign as Administrative Agent upon 30 days’ notice to the Lenders and the Borrower. If the Administrative Agent shall resign as Administrative Agent under this Agreement and the other Loan Documents, then the Required Lenders shall appoint from among the Lenders a successor agent for the Lenders, which successor agent shall (unless an Event of Default under Section 7.1(b) with respect to the Borrower shall have occurred and be continuing) be subject to approval by the Borrower (which approval shall not be unreasonably withheld or delayed), whereupon such successor agent shall succeed to the rights, powers and duties of the Administrative Agent, and the term “Administrative Agent” means such successor agent effective upon such appointment and approval, and the former Administrative Agent’s rights, powers and duties as Administrative Agent shall be terminated, without any other or further act or deed on the part of such former Administrative Agent or any of the parties to this Agreement. If no successor agent has accepted appointment as Administrative Agent by the date that is 10 days following a retiring Administrative Agent’s notice of resignation, the retiring Administrative Agent’s resignation shall nevertheless thereupon become effective, and the Lenders shall assume and perform all of the duties of the Administrative Agent hereunder until such time, if any, as the Required Lenders appoint a successor agent as provided for above. After any retiring Administrative Agent’s resignation as Administrative Agent, the provisions of this Article X and of Section 9.6 shall continue to inure to its benefit.

**10.10 Arrangers and Syndication Agent.** None of the Arrangers or the Syndication Agents shall have any duties or responsibilities hereunder in their capacities as such.

**10.11 Releases of Guarantees and Liens.**

(a) Notwithstanding anything to the contrary contained herein or in any other Loan Document, the Administrative Agent is hereby irrevocably authorized by each Lender (without requirement of notice to or consent of any Lender except as expressly required by Section 9.11) to take any action requested by the Borrower having the effect of releasing any DIP Collateral or guarantee obligations (i) to the extent necessary to permit consummation of any transaction not prohibited by any Loan Document or that has been consented to in accordance with Section 9.11 or (ii) under the circumstances described in paragraph (b) below.

(b) At such time as all of the obligations under the Loan Documents shall have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding, the DIP Collateral shall be released from the Liens created by the DIP Order, and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Loan Party thereunder and under the other Loan Documents shall terminate, all without delivery of any instrument or performance of any act by any Person.

(c) Anything contained in any of the Loan Documents to the contrary notwithstanding, the Parent, the Borrower, the Administrative Agent, and each Lender hereby agree that no Secured Party shall have any right individually to realize upon any of the DIP Collateral or to enforce the Collateral Documents, it being understood and agreed that all powers, rights and remedies under any of the Collateral Documents may be exercised solely by the Administrative Agent for the benefit of the Secured Parties in accordance with the terms thereof and all powers, rights and remedies under the Collateral Documents may be exercised solely by the Administrative Agent for the benefit of the Secured Parties in accordance with the terms thereof.

(d) The benefit of the provisions of the Loan Documents directly relating to the DIP Collateral or any Lien granted thereunder shall extend to and be available to any Secured Party that is not an Administrative Agent, Lender or Issuing Lender as long as, by accepting such benefits, such Secured Party agrees, as among the Administrative Agent and all other Secured Parties, that such Secured Party is bound by (and, if requested by the Administrative Agent, shall confirm such agreement in a writing in form and substance acceptable to the Administrative Agent) this Article X and the decisions and actions of the Administrative Agent and the Required Lenders (or, where expressly required by the terms of this Agreement, a greater proportion of the Lenders or other parties hereto as required herein) to the same extent a Lender is bound; provided, however, that, notwithstanding the foregoing, (a) such Secured Party shall be bound by Section 10.7 only to the extent of liabilities, costs and expenses with respect to or otherwise relating to the DIP Collateral, (b) each of the Administrative Agent and Lenders shall be entitled to act without regard to the interest of such Secured Party, regardless of whether any Obligation to such Secured Party thereafter remains outstanding, is deprived of the benefit of the DIP Collateral, becomes unsecured or is otherwise affected or put in jeopardy thereby, and without any duty or liability to such Secured Party or any such Obligation and (c) except as otherwise set forth herein, such Secured Party shall not have any right to be notified of, consent to, direct, require or be heard with respect to, any action taken or omitted in respect of the DIP Collateral or under any Loan Document.

10.12 Credit Bidding. The Secured Parties hereby irrevocably authorize the Administrative Agent, at the direction of the Required Lenders, to credit bid all or any portion of the Obligations (including by accepting some or all of the DIP Collateral in satisfaction of some or all of the Obligations pursuant to a deed in lieu of foreclosure or otherwise) and in such manner purchase (either directly or through one or more acquisition vehicles) all or any portion of the DIP Collateral (a) at any sale thereof conducted under the provisions of the Bankruptcy Code, including under Sections 363, 1123 or 1129 of the Bankruptcy Code, or any similar laws in any other jurisdictions to which a Loan Party is subject, or (b) at any other sale, foreclosure or acceptance of collateral in lieu of debt conducted by (or with the consent or at the direction of) the Administrative Agent (whether by judicial action or otherwise) in accordance with any applicable law. In connection with any such credit bid and purchase, the Obligations owed to the Secured Parties shall be entitled to be, and shall be, credit bid by the Administrative Agent at the direction of the Required Lenders on a ratable basis (with Obligations with respect to contingent or unliquidated claims receiving contingent interests in the acquired assets on a ratable basis that shall vest upon the liquidation of such claims in an amount proportional to the liquidated portion of the contingent claim amount used in allocating the contingent interests) for the asset or assets so purchased (or for the equity interests or debt instruments of the acquisition vehicle or vehicles that are issued in connection with such purchase). In connection with any such bid, (i) the Administrative Agent shall be authorized to form one or more acquisition vehicles and to assign any successful credit bid to such acquisition vehicle or vehicles, (ii) each of the Secured Parties' ratable interests in the Obligations which were credit bid shall be deemed without any further action under this Agreement to be assigned to such vehicle or vehicles for the purpose of closing such sale, (iii) the Administrative Agent shall be authorized to adopt documents providing for the governance of the acquisition vehicle or vehicles (provided that any actions by the Administrative Agent with respect to such acquisition vehicle or vehicles, including any disposition of the assets or equity interests thereof, shall be governed, directly or indirectly, by, and the governing documents shall provide for, control by the vote of the Required Lenders or their permitted assignees under the terms of this Agreement or the governing documents of the applicable acquisition vehicle or vehicles, as the case may be, irrespective of the termination of this Agreement and without giving effect to the limitations on actions by the Required Lenders contained in Section 9.11 of this Agreement), (iv) the Administrative Agent on behalf of such acquisition vehicle or vehicles shall be authorized to issue to each of the Secured Parties, ratably on account of the relevant Obligations which were credit bid, interests, whether as equity, partnership interests, limited partnership interests or membership interests, in any such acquisition vehicle and/or debt instruments issued by such acquisition vehicle, all without the need for any Secured Party or acquisition vehicle to take any further action, and (v) to the extent that Obligations that are assigned to an acquisition vehicle are not used



to acquire DIP Collateral for any reason (as a result of another bid being higher or better, because the amount of Obligations assigned to the acquisition vehicle exceeds the amount of Obligations credit bid by the acquisition vehicle or otherwise), such Obligations shall automatically be reassigned to the Secured Parties pro rata with their original interest in such Obligations and the equity interests and/or debt instruments issued by any acquisition vehicle on account of such Obligations shall automatically be cancelled, without the need for any Secured Party or any acquisition vehicle to take any further action. Notwithstanding that the ratable portion of the Obligations of each Secured Party are deemed assigned to the acquisition vehicle or vehicles as set forth in clause (ii) above, each Secured Party shall execute such documents and provide such information regarding the Secured Party (and/or any designee of the Secured Party which will receive interests in or debt instruments issued by such acquisition vehicle) as the Administrative Agent may reasonably request in connection with the formation of any acquisition vehicle, the formulation or submission of any credit bid or the consummation of the transactions contemplated by such credit bid.

10.13 Certain ERISA Matters Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, the Arrangers and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using “plan assets” (within the meaning of the Plan Asset Regulations) of one or more Benefit Plans in connection with the Letters of Credit or the Commitments,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender’s entrance into, participation in, administration of and performance of the Letters of Credit, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a “Qualified Professional Asset Manager” (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender’s entrance into, participation in, administration of and performance of the Letters of Credit, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless Section 10.13(a)(i) is true with respect to a Lender or such Lender has provided another representation, warranty and covenant as provided in Section 10.13(a)(iv), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, and each Arranger and

their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that none of the Administrative Agent, or any Arranger or any of their respective Affiliates is a fiduciary with respect to the DIP Collateral or the assets of such Lender (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related to hereto or thereto).

(c) The Administrative Agent, and each Arranger, hereby informs the Lenders that each such Person is not undertaking to provide investment advice, or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments with respect to the Letters of Credit, the Commitments, this Agreement and any other Loan Documents, (ii) may recognize a gain if it extended the Letters of Credit or the Commitments for an amount less than the amount being paid for an interest in the Letters of Credit or the Commitments by such Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Loan Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing.

## ARTICLE XI SETOFF; RATABLE PAYMENTS

### 11.1 Setoff.

(a) Except to the extent that this Agreement or a court order expressly provides for payments to be allocated to a particular Lender, if any Lender (a "Benefitted Lender") shall receive any payment of all or part of the Obligations owing to it (other than in connection with an assignment made pursuant to Section 12.1), or receive any DIP Collateral in respect thereof (whether voluntarily or involuntarily, by set off), in a greater proportion than any such payment to or DIP Collateral received by any other Lender, if any, in respect of the Obligations owing to such other Lender, such Benefitted Lender shall purchase for cash from the other Lenders a participation interest in such portion of the Obligations owing to each such other Lender, or shall provide such other Lenders with the benefits of any such DIP Collateral, as shall be necessary to cause such Benefitted Lender to share the excess payment or benefits of such DIP Collateral ratably with each of the Lenders; provided, however, that if all or any portion of such excess payment or benefits is thereafter recovered from such Benefitted Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest.

(b) In addition to any rights and remedies of the Lenders provided by law, each Lender shall have the right, without notice to the Borrower, any such notice being expressly waived by the Borrower to the extent permitted by applicable law, upon any Obligations becoming due and payable by the Borrower (whether at the stated maturity, by acceleration or otherwise), to apply to the payment of such Obligations, by setoff or otherwise, any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender, any Affiliate thereof or any of their respective branches or agencies to or for the credit or the account of the Borrower; provided that if any Defaulting Lender shall exercise any such right of setoff, (i) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of this Agreement and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent, the Issuing Lender and the Lenders and (ii) the Defaulting Lender shall provide promptly to the Administrative Agent

a statement describing in reasonable detail the obligations owing to such Defaulting Lender as to which it exercised such right of set off. Each Lender agrees promptly to notify the Borrower and the Administrative Agent after any such application made by such Lender, provided that the failure to give such notice shall not affect the validity of such application.

11.2 Ratable Payments. If any Lender, whether by setoff or otherwise, has payment made to it upon its L/C Participations (other than payments received pursuant to Section 3.1, 3.2 or 3.4) in a greater proportion than that received by any other Lender, such Lender agrees, promptly upon demand, to purchase the L/C Participations held by the other Lenders so that after such purchase each Lender will hold its Pro Rata Share. If any Lender, whether in connection with setoff or amounts which might be subject to setoff or otherwise, receives DIP Collateral or other protection for its Obligations or such amounts which may be subject to setoff, such Lender agrees, promptly upon demand, to take such action necessary such that all Lenders share in the benefits of such DIP Collateral ratably in proportion to their respective Pro Rata Share, as applicable. In case any such payment is disturbed by legal process, or otherwise, appropriate further adjustments shall be made.

If an amount to be set off is to be applied to permitted Funded Indebtedness of the Borrower to a Lender other than Obligations under this Agreement, such amount shall be applied ratably to such other Funded Indebtedness and to the Obligations.

## **ARTICLE XII BENEFIT OF AGREEMENT; ASSIGNMENTS; PARTICIPATIONS**

12.1 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any affiliate of the Issuing Lender that issues any Letter of Credit), except that (a) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (b) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Article XII.

### 12.2 Permitted Assignments and Participations.

(a) (i) Subject to the conditions set forth in paragraph (a)(ii) below, any Lender may assign to one or more assignees (each, an “Assignee”) all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments at the time owing to it) with the prior written consent of:

(A) the Borrower (such consent not to be unreasonably withheld or delayed), provided that no consent of the Borrower shall be required for an assignment to a Lender, an affiliate of a Lender, an Approved Fund (as defined below) or, if an Event of Default under Section 7.1(b) has occurred and is continuing, any Person; provided that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within five (5) Business Days after an Authorized Officer of the Borrower has received notice thereof;

(B) the Administrative Agent (such consent not to be unreasonably withheld or delayed), provided that no consent of the Administrative Agent shall be required for an assignment of all or any portion of a L/C Participation to an existing Lender, an affiliate of an existing Lender or an Approved Fund; and

(C) each Issuing Lender, in the case of any assignment of any Lender's Commitment.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender, an affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitments under the Facility, the amount of the Commitments of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$5,000,000 unless each of the Borrower and the Administrative Agent otherwise consent, provided that (1) no such consent of the Borrower shall be required if an Event of Default has occurred and is continuing; provided that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within five (5) Business Days after an Authorized Officer of the Borrower has received notice thereof and (2) such amounts shall be aggregated in respect of each Lender and its affiliates or Approved Funds, if any;

(B) (1) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of \$3,500 and (2) the assigning Lender shall have paid in full any amounts owing by it to the Administrative Agent;

(C) the Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an administrative questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Borrower and its Affiliates and their related parties or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable laws, including Federal and state securities laws;

(D) no such assignment shall be made to (1) the Parent or any of the Parent's Subsidiaries or Affiliates, (2) any Defaulting Lender or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute a Defaulting Lender or a Subsidiary thereof, or (3) a natural Person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural Person); and

(E) In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Borrower and the Administrative Agent, the applicable *pro rata* share L/C Participations previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent, each Issuing Lender and each other Lender hereunder (and interest accrued thereon), and (y) acquire (and fund as appropriate) its full Pro Rata Share of all L/C Participations. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable law without compliance with the provisions of this paragraph, then the assignee of such interest

shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

For the purposes of this Section 12.2, “Approved Fund” means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an affiliate of a Lender or (c) an entity or an affiliate of an entity that administers or manages a Lender.

(iii) Subject to acceptance and recording thereof pursuant to Section 12.2(a)(iv), from and after the effective date specified in each Assignment and Assumption, the Assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender’s rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 3.1, 3.2, 3.4 and 9.6) with respect to facts and circumstances occurring prior to the effective date of such assignment; provided, that except to the extent otherwise expressly agreed by the affected parties, no assignment by a Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender’s having been a Defaulting Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 12.2 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 12.2(b).

(iv) The Administrative Agent, acting for this purpose as an agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amount (and stated interest) of the L/C Obligations owing to, each Lender pursuant to the terms hereof from time to time (the “Register”). The entries in the Register shall be conclusive, absent manifest error, and the Borrower, the Agent, the Issuing Lender and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and any Lender at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an Assignee, the Assignee’s completed administrative questionnaire (unless the Assignee shall already be a Lender hereunder), the processing and recordation fee referred to in Section 12.2(a) and any written consent to such assignment required by Section 12.2(a), the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(b) (i) Any Lender may, without the consent of the Borrower or the Agent, sell participations to any Person (other than a natural Person, or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural Person, or the Parent or any of the Parent’s Affiliates or Subsidiaries) (a “Participant”) in all or a portion of such Lender’s rights and obligations under this Agreement (including all or a portion of its Commitments); provided that (A) such Lender’s obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower, the Agent, the Issuing Lender and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender’s rights and obligations under this Agreement. For the avoidance of doubt, each Lender shall be responsible for the indemnity under Section 10.07 with respect to any payments made by such Lender to



its Participant(s). Any agreement pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that (1) requires the consent of each Lender directly affected thereby pursuant to the proviso to the second sentence of Section 8.2 and (2) directly affects such Participant. Subject to Section 12.2(b)(ii), the Borrower agrees that each Participant shall be entitled to the benefits of, and subject to the limitations of, Sections 3.1, 3.2 and 3.4 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 12.2(a). To the extent permitted by law, each Participant also shall be entitled to the benefits of Sections 11.1 and 11.2 as though it were a Lender, provided such Participant shall be subject to Section 11.2 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Letters of Credit or other obligations under the Loan Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Letters of Credit or its other obligations under any Loan Document) except to the extent that such disclosure is necessary to establish that such Commitment, Letter of Credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(ii) A Participant shall not be entitled to receive any greater payment under Section 3.1, 3.2 or 3.4 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. No Participant shall be entitled to the benefits of Section 3.4 unless such Participant complies with Section 3.4(e) as if it were a Lender.

(c) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or Assignee for such Lender as a party hereto.

(d) The Borrower, upon receipt of written notice from the relevant Lender, agrees to issue Notes to any Lender requiring Notes to facilitate transactions of the type described in Section 12.2(c).

(e) Notwithstanding the foregoing, any Conduit Lender may assign any or all of the L/C Participations it may have funded hereunder to its designating Lender without the consent of the Borrower or the Administrative Agent and without regard to the limitations set forth in Section 12.2(a). Each of the Parent, the Borrower, each Lender and the Administrative Agent hereby confirms that it will not institute against a Conduit Lender or join any other Person in instituting against a Conduit Lender any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding under any state bankruptcy or similar law, for one year and one day after the payment in full of the latest maturing commercial paper note issued by such Conduit Lender; provided, however, that each Lender designating any Conduit Lender hereby agrees to indemnify, save and hold harmless each other party hereto for any loss, cost, damage or

expense arising out of its inability to institute such a proceeding against such Conduit Lender during such period of forbearance.

12.3 Dissemination of Information. The Borrower authorizes each Lender to disclose to any Assignee, any Participant or any other Person acquiring an interest in the Loan Documents by operation of law (each a “Transferee”) and any prospective Transferee any and all information in such Lender’s possession concerning the creditworthiness of the Parent, Borrower and Borrower’s Subsidiaries; provided that each Transferee and prospective Transferee agrees to be bound by Section 9.10 of this Agreement.

12.4 Tax Treatment. If any interest in any Loan Document is transferred to any Transferee which is organized under the laws of any jurisdiction other than the United States or any State thereof, the transferor Lender shall cause such Transferee, concurrently with the effectiveness of such transfer, to comply with the provisions of Section 3.4.

### ARTICLE XIII NOTICES

13.1 Notices. All notices, requests and other communications to any party hereunder shall be in writing (including electronic transmission, facsimile transmission or similar writing) and shall be given to such party: (a) in the case of any Loan Party, at 1001 Louisiana Street, Suite 2900, Houston, Texas 77002, Facsimile: (713) 654-2205 (Attention: General Counsel), (b) in the case of the Administrative Agent or any Lender, at its address or facsimile number set forth on an Administrative Questionnaire or (c) in the case of any party, at such other address or facsimile number as such party may hereafter specify for the purpose by notice to the Administrative Agent and the Borrower in accordance with the provisions of this Section 13.1. Each such notice, request or other communication shall be effective (i) if given by facsimile, when transmitted to the facsimile number specified in this Section and confirmation of receipt is received, (ii) if given by mail, 72 hours after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid, or (iii) if given by any other means, when delivered (or, in the case of electronic transmission, received) at the address specified in this Section; provided that notices to the Administrative Agent under Article II shall not be effective until received. Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Article II or III unless otherwise agreed by the Administrative Agent and the applicable Lender. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

13.2 Change of Address. Any party may change the address for service of notice upon it by a notice in writing to the other parties hereto.

### ARTICLE XIV COUNTERPARTS

14.1 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of (i) this Agreement, (ii) any other Loan Document and/or (iii) any document, amendment, approval, consent, information, notice (including, for the avoidance of doubt, any notice delivered pursuant to Section 13.1), certificate, request, statement, disclosure or authorization related to this Agreement, any other Loan Document and/or the transactions contemplated hereby and/or thereby (each an “Ancillary Document”) that



is an Electronic Signature transmitted by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement, such other Loan Document or such Ancillary Document, as applicable. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Agreement, any other Loan Document and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (A) to the extent the Administrative Agent has agreed to accept any Electronic Signature, the Administrative Agent shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of any Loan Party without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (B) upon the request of the Administrative Agent, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, each Loan Party hereby (w) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Lender and the Loan Parties, Electronic Signatures transmitted by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Loan Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (x) the Administrative Agent may, at its option, create one or more copies of this Agreement, any other Loan Document and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of its business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (y) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Loan Document and/or Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Loan Document and/or Ancillary Document, respectively, including with respect to any signature pages thereto and (z) waives any claim against any Related Parties of Lender for any liabilities arising solely from the Administrative Agent’s reliance on or use of Electronic Signatures and/or transmission by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any liabilities arising as a result of the failure of any Loan Party to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

## **ARTICLE XV**

### **CHOICE OF LAW; CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL**

**15.1 GOVERNING LAW.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY COURT.

**15.2 SUBMISSION TO JURISDICTION; WAIVERS.** Each party hereto hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of the Bankruptcy Court or, if the Bankruptcy

Court does not have (or abstains from) jurisdiction, the courts of the State of New York, the courts of the United States for the Southern District of New York, and appellate courts from any thereof; provided, that nothing contained herein or in any other Loan Document will prevent any Lender or the Administrative Agent from bringing any action to enforce any award or judgment or exercise any right under the Collateral Documents or against any DIP Collateral or any other property of any Loan Party in any other forum in which jurisdiction can be established;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to it, as the case may be pursuant to Section 13.1 or at such other address of which the other parties shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

**15.3 WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

## **ARTICLE XVI ACKNOWLEDGEMENT AND CONSENT TO BAIL-IN**

**16.1 Acknowledgement and Consent to Bail-In of Affected Financial Institutions.** Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by: (a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-in Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

## ARTICLE XVII GUARANTEE

17.1 Guarantee of Payment. Each Guarantor unconditionally and irrevocably guarantees to the Administrative Agent for the benefit of the Secured Parties, the punctual payment of all Secured Obligations (other than with respect to the Borrower only, its own primary Obligations) under Section 2.18 and that now or which may in the future be owing by any Loan Party (the “Guaranteed Liabilities”). This Guarantee is a guaranty of payment and not of collection only. The Administrative Agent shall not be required to exhaust any right or remedy or take any action against the Borrower or any other Person or any collateral. The Guaranteed Liabilities include interest accruing after the commencement of a proceeding under bankruptcy, insolvency or similar laws of any jurisdiction at the rate or rates provided in the Loan Documents. Each Guarantor agrees that, as between the Guarantor and the Administrative Agent, the Guaranteed Liabilities may be declared to be due and payable for the purposes of this Guarantee notwithstanding any stay, injunction or other prohibition which may prevent, delay or vitiate any declaration as regards the Borrower and that in the event of a declaration or attempted declaration, the Guaranteed Liabilities shall immediately become due and payable by each Guarantor for the purposes of this Guarantee. Guarantee Absolute. Each Guarantor guarantees that the Guaranteed Liabilities shall be paid in accordance with the terms of this Agreement. The liability of each Guarantor hereunder is absolute and unconditional irrespective of: (a) any change in the time, manner or place of payment of, or in any other term of, all or any of the Loan Documents or the Guaranteed Liabilities, or any other amendment or waiver of or any consent to departure from any of the terms of any Loan Document or Guaranteed Liability, including any increase or decrease in the rate of interest thereon; (b) any release or amendment or waiver of, or consent to departure from, any other guaranty or support document, or any exchange, release or non-perfection of any collateral, for all or any of the Loan Documents or Guaranteed Liabilities; (c) any present or future law, regulation or order of any jurisdiction (whether of right or in fact) or of any agency thereof purporting to reduce, amend, restructure or otherwise affect any term of any Loan Document or Guaranteed Liability; (d) without being limited by the foregoing, any lack of validity or enforceability of any Loan Document or Guaranteed Liability; and (e) any other setoff, defense or counterclaim whatsoever (in any case, whether based on contract, tort or any other theory) with respect to the Loan Documents or the transactions contemplated thereby which might constitute a legal or equitable defense available to, or discharge of, the Borrower or a Guarantor (other than the defense of payment or performance). Reinstatement. This Guarantee is a continuing guaranty of the payment of all Guaranteed Liabilities now or hereafter existing under this Agreement, and shall remain in full force and effect so long as the Commitments remain in effect, any Letter of Credit remains outstanding (other than Letters of Credit that are cash collateralized in an amount equal to 105% of the L/C Exposure for such Letters of Credit) or any other Secured Obligation is owing to any Lender or the Administrative Agent.

17.4 Subrogation. Prior to the Termination Date, No Guarantor shall exercise any rights which it may acquire by way of subrogation, by any payment made under this Guarantee or otherwise, so long as the Commitments remain in effect, any Letter of Credit remains outstanding (other than Letters of Credit are cash collateralized in an amount equal to 105% of the L/C Exposure for such Letters of Credit) or other Secured Obligations are owing to any Lender or the Administrative Agent hereunder. If any amount is paid to the Guarantor on account of subrogation rights under this Guarantee at any time prior to the Termination Date and any Letters of Credit remain outstanding (other than Letters of Credit that are cash collateralized in an amount equal to 105% of the L/C Exposure for such Letters of Credit) or other Secured Obligations are owed to any Lender or the Administrative Agent, the amount shall be held in trust for the benefit of the Secured Parties and shall be promptly paid to the Administrative Agent to be credited and applied to the Guaranteed Liabilities, whether matured or unmatured or absolute or contingent, in accordance with the

terms of this Agreement. Following Termination Date and if no Letters of Credit remain outstanding (other than Letters of Credit that are cash collateralized in an amount equal to 105% of the L/C Exposure for such Letters of Credit) and no other Secured Obligations are owed to any Lender or the Administrative Agent, if any Guarantor makes payment to any Secured Party of all or any part of the Guaranteed Liabilities, the Administrative Agent and the Secured Parties shall, at such Guarantor's request, execute and deliver to such Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to such Guarantor of an interest in the Guaranteed Liabilities resulting from the payment. Subordination. Without limiting the rights of the Administrative Agent and the Secured Parties under any other agreement, any liabilities owed by the Borrower to any Guarantor in connection with any extension of credit or financial accommodation by any Guarantor to or for the account of the Borrower, including but not limited to interest accruing at the agreed contract rate after the commencement of a bankruptcy or similar proceeding, are hereby subordinated to the Guaranteed Liabilities, and such liabilities of the Borrower to such Guarantor, if the Administrative Agent so requests after the occurrence and during the continuation of a Default or Event of Default, shall be collected, enforced and received by any Guarantor as trustee for the Administrative Agent and shall be paid over to the Administrative Agent on account of the Guaranteed Liabilities but without reducing or affecting in any manner the liability of the Guarantor under the other provisions of this Guarantee. Payments Generally. All payments by the Guarantors shall be made in the manner, at the place and in the currency (the "Payment Currency") specified for payments made under Section 2.11; provided, however, that if the Payment Currency is other than U.S. Dollars any Guarantor may, at its option (or, if for any reason whatsoever any Guarantor is unable to effect payments in the foregoing manner, such Guarantor shall be obligated to) pay to the Administrative Agent at its principal office the equivalent amount in U.S. Dollars computed at the selling rate of the Administrative Agent or a selling rate chosen by the Administrative Agent, most recently in effect on or prior to the date the Guaranteed Liability becomes due, for cable transfers of the Payment Currency to the place where the Guaranteed Liability is payable. In any case in which any Guarantor makes or is obligated to make payment in U.S. Dollars, the Guarantor shall hold the Administrative Agent and the Secured Parties harmless from any loss incurred by the Administrative Agent and any Secured Party arising from any change in the value of U.S. Dollars in relation to the Payment Currency between the date the Guaranteed Liability becomes due and the date the Administrative Agent or such Secured Party is actually able, following the conversion of the U.S. Dollars paid by such Guarantor into the Payment Currency and remittance of such Payment Currency to the place where such Guaranteed Liability is payable, to apply such Payment Currency to such Guaranteed Liability. Setoff. Each Guarantor agrees that, in addition to (and without limitation of) any right of setoff, banker's lien or counterclaim the Administrative Agent or any Secured Party may otherwise have, the Administrative Agent or such Secured Party shall be entitled, at its option, to offset balances (general or special, time or demand, provisional or final) held by it for the account of any Guarantor at any office of the Administrative Agent or such Secured Party, in U.S. Dollars or in any other currency, against any amount payable by such Guarantor under this Guarantee which is not paid when due (regardless of whether such balances are then due to such Guarantor), in which case it shall promptly notify such Guarantor thereof; provided that the failure of the Administrative Agent or such Secured Party to give such notice shall not affect the validity thereof. Formalities. Each Guarantor waives presentment, notice of dishonor, protest, notice of acceptance of this Guarantee or incurrence of any Guaranteed Liability and any other formality with respect to any of the Guaranteed Liabilities or this Guarantee. Limitations on Guarantee. The provisions of the Guarantee under this Article XVII are severable, and in any action or proceeding involving any state corporate law, or any state, federal or foreign bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if the obligations of any Guarantor under this Guarantee would otherwise be held or determined to be avoidable, invalid or unenforceable on account of the amount of such Guarantor's liability under this Guarantee, then, notwithstanding any other provision of this Guarantee to the contrary, the amount of such liability shall, without any further action by the Guarantors, the Administrative Agent or any Secured Party, be automatically limited and reduced to the highest amount that is valid and enforceable as determined in such action or proceeding (such highest amount determined hereunder being the relevant Guarantor's

“Maximum Liability”). This Section 17.9, with respect to the Maximum Liability of the Guarantors, is intended solely to preserve the rights of the Administrative Agent and the Secured Parties hereunder to the maximum extent not subject to avoidance under applicable law, and no Guarantor nor any other Person shall have any right or claim under this Section 17.9 with respect to the Maximum Liability, except to the extent necessary so that the obligations of any Guarantor hereunder shall not be rendered voidable under applicable law.Survival. The agreements and other provisions in this Article XVII shall survive, and remain in full force and effect regardless of, the resignation or removal of the Administrative Agent or the Administrative Agent or the replacement of any Lender.

[SIGNATURES BEGIN NEXT PAGE]

IN WITNESS WHEREOF, the Parent, the Borrower, the Lenders and the Administrative Agent have executed this Agreement as of the date first above written.

**BORROWER:**

**SESI, L.L.C.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE PARENT AND GUARANTOR:**

**SUPERIOR ENERGY SERVICES, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SUBSIDIARY GUARANTORS:**

**1105 PETERS ROAD, L.L.C.  
CONNECTION TECHNOLOGY, L.L.C.  
CSI TECHNOLOGIES, LLC  
H.B. RENTALS, L.C.  
INTERNATIONAL SNUBBING SERVICES,  
L.L.C.  
STABIL DRILL SPECIALTIES, L.L.C.  
SUPERIOR INSPECTION SERVICES, L.L.C.  
WORKSTRINGS INTERNATIONAL, L.L.C.**

By: \_\_\_\_\_  
Name: Westervelt Ballard  
Title: Vice President and Treasurer

**COMPLETE ENERGY SERVICES, INC.  
PUMPCO ENERGY SERVICES, INC.  
SPN WELL SERVICES, INC.  
SUPERIOR ENERGY SERVICES-NORTH  
AMERICA SERVICES, INC.  
WARRIOR ENERGY SERVICES  
CORPORATION  
WILD WELL CONTROL, INC.**

By: \_\_\_\_\_  
Name: Westervelt Ballard  
Title: Treasurer

**SUPERIOR ENERGY SERVICES, L.L.C.**

By: \_\_\_\_\_  
Name: Westervelt Ballard  
Title: Executive Vice President, Chief Financial  
Officer and Treasurer



**ADMINISTRATIVE AGENT, ISSUING  
LENDER AND LENDER:**

**JPMORGAN CHASE BANK, N.A.**

By: \_\_\_\_\_  
Name:  
Title:

**ISSUING LENDER AND LENDER:**

**BANK OF AMERICA, N.A.**

By: \_\_\_\_\_  
Name:  
Title:

**ISSUING LENDER AND LENDER:**

**CITIBANK, N.A.**

By: \_\_\_\_\_  
Name:  
Title:

SCHEDULE 1  
COMMITMENT AMOUNTS OF THE LENDERS

REDACTED

SCHEDULE 1A  
L/C COMMITMENT AMOUNTS OF THE ISSUING LENDERS

REDACTED

SCHEDULE 1B  
MILESTONES

1. The Loan Parties shall commence the Chapter 11 Cases by filing voluntary petitions under chapter 11 of the Bankruptcy Code with the Bankruptcy Court no later than [●], 2020 (the “Petition Date”).
2. No later than the date that is three (3) days following the Petition Date, the Loan Parties shall file an Approved Plan and related disclosure statement and solicitation materials and a motion seeking to schedule a combined hearing on the Approved Plan and Disclosure Statement (the “Combined Hearing Motion”) with the Bankruptcy Court.
3. No later than the date that is five (5) days (or such later date as acceptable to the Administrative Agent in its sole discretion) following the Petition Date, the Bankruptcy Court shall enter the Interim Order approving the DIP Facility on an interim basis; provided that the Required Lenders may waive this Interim Order milestone in its sole discretion.
4. No later than the date that is seven (7) days following the Petition Date, the Bankruptcy Court shall have entered an order granting the relief requested in the Combined Hearing Motion.
5. No later than the date that is forty five (45) days following the Petition Date, the Bankruptcy Court shall enter the Final Order approving the DIP Facility on a final basis.
6. No later than the date that is seventy five (75) days following the Petition Date, the Bankruptcy Court shall enter the Confirmation Order.
7. No later than the date that is fourteen (14) days after the entry of the Confirmation Order, the effective date of the Approved Plan shall occur.

SCHEDULE 1C  
MAXIMUM PREMIUM RENTAL DRILL PIPE AMOUNT

Applicable Period	Maximum Premium Rental Drill Pipe Amount
Closing Date through December 31, 2020	\$20,000,000
January 1, 2021 through January 31, 2021	\$19,166,666.67
February 1, 2021 through February 28, 2021	\$18,333,333.33
March 1, 2021 through March 31, 2021	\$17,500,000.00
April 1, 2021 through April 30, 2021	\$16,666,666.67
May 1, 2021 through May 31, 2021	\$15,833,333.33
June 1, 2021 through June 30, 2021	\$15,000,000.00
July 1, 2021 through July 31, 2021	\$14,166,666.67
August 1, 2021 through August 31, 2021	\$13,333,333.33
September 1, 2021 through September 30, 2021	\$12,500,000.00
October 1, 2021 through October 31, 2021	\$11,666,666.67
November 1, 2021 through November 30, 2021	\$10,833,333.33
December 1, 2021 through December 31, 2021	\$10,000,000.00
January 1, 2022 through January 31, 2022	\$9,166,666.67
February 1, 2022 through February 28, 2022	\$8,333,333.33
March 1, 2022 through March 31, 2022	\$7,500,000.00
April 1, 2022 through April 30, 2022	\$6,666,666.67
May 1, 2022 through May 31, 2022	\$5,833,333.33
June 1, 2022 through June 30, 2022	\$5,000,000.00
July 1, 2022 through July 31, 2022	\$4,166,666.67
August 1, 2022 through August 31, 2022	\$3,333,333.33
September 1, 2022 through September 30, 2022	\$2,500,000.00



October 1, 2022 through October 31, 2022	\$1,666.666.67
November 1, 2022 through November 30, 2022	\$833,333.33
December 1, 2022 through December 31, 2022	\$0.00

SCHEDULE 2  
PRICING SCHEDULE

Category	Fixed Charge Coverage Ratio	Commitment Fee Rate	Letter of Credit Fee Rate
1	$\geq 2.0x$	0.50%	3.00%
2	$\geq 1.5x$ and $< 2.0x$	0.50%	3.25%
3	$< 1.5x$	0.50%	3.50%

The applicable margins and fees shall be determined in accordance with the foregoing table based on the most recent quarterly financial statements of the Borrower delivered pursuant to the Credit Agreement. Adjustments, if any, to the applicable margins and fees shall be effective on the date that the Administrative Agent has received the applicable Financials. If the Borrower fails to deliver the Financials to the Administrative Agent at the time required pursuant to the Credit Agreement, then the applicable margins and fees shall be the highest applicable margins and fees set forth in the foregoing table until the date that such Financials are so delivered.

If, as a result of any restatement of or other adjustment to the Financials or for any other reason, the Borrower or the Required Lenders determine that (i) the Fixed Charge Coverage Ratio as calculated by the Borrower as of any applicable date was inaccurate and (ii) a proper calculation of the Fixed Charge Coverage Ratio would have resulted in higher pricing for such period, the Borrower shall immediately and retroactively be obligated to pay to the Administrative Agent for the account of the applicable Lenders, promptly on demand by the Administrative Agent (or, after the occurrence of an actual or deemed entry of an order for relief with respect to the Borrower under the Bankruptcy Code, automatically and without further action by the Administrative Agent or any Lender), an amount equal to the excess of the amount of interest and fees that should have been paid for such period (determined after taking into account any corresponding reduction in the amount of interest and fees for such period), if any, over the amount of interest and fees actually paid for such period. This paragraph shall not limit the rights of the Administrative Agent or any Lender, as the case may be, under the Loan Documents and the Borrower's obligations under this paragraph shall survive the termination of the Facility and the other Loan Documents and the repayment of all other obligations thereunder (but in no event shall any claim be made under this paragraph after two (2) years after the termination of the facility and the other Loan Documents and the payment of all other obligations thereunder).

Schedule 2.26<sup>1</sup>

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Exit Conversion Conditions

1. Documentation. The Exit ABL Agent shall have received the following, duly executed by all the parties or signatories thereto, in form and substance consistent with the term sheet attached to this Agreement as Exhibit G and otherwise satisfactory to the Exit ABL Agent and the lenders party to the Exit Facility Agreement (the “Exit Lenders”) in their reasonable discretion:

(a) the Exit Facility Agreement and all attached Exhibits and Schedules and any Notes (as defined in the Exit Facility Agreement) payable to each Exit Lender that has requested a Note at least two Business Days prior to the Exit Facility closing date;

(b) a guaranty and collateral agreement executed by the Parent, each material domestic Subsidiary of the Borrower existing on the Exit Facility closing date together with appropriate UCC-1 financing statements necessary or desirable for filing with the appropriate authorities and any other documents, agreements, or instruments necessary to create, perfect or maintain a security interest the Exit Facility collateral to the extent required by such guaranty and collateral agreement and consistent with the term sheet attached to this Agreement as Exhibit G;

(c) a certificate from an authorized officer of the Borrower dated as of the Exit Facility closing date certifying the conditions precedent set forth in clauses 5, 6, 7, 8, 9, 13, 14, 18, 21 and 22 below have been met;

(d) customary legal opinions of (i) Latham & Watkins LLP, as counsel to the Loan Parties and (ii) local counsel opinions, each in form and substance reasonably acceptable to the Exit ABL Agent; and

(e) payoff letters or other customary evidence of termination in a form reasonably acceptable to the Exit ABL Agent with respect to any indebtedness not permitted to be outstanding pursuant to the terms of the Exit Facility Agreement on the Exit Facility closing date.

2. Secretary’s Certificate. The Exit ABL Agent shall have received a secretary’s certificate from each Loan Party certifying such Person’s (i) officers’ incumbency, (ii) resolutions of its Board of Directors, members, general partner or other body authorizing the execution, delivery and performance of the Loan Documents (as defined in the Exit Facility Agreement) to which it is a party, and (iii) organization documents.

3. Good Standings. The Exit ABL Agent shall have received certificates of good standing (or the substantive equivalent available) for each Loan Party from the appropriate governmental officer in each jurisdiction in which each such Person is organized and in each jurisdiction where such qualification would be required to conduct such person’s business as presently conducted, which certificate shall be (i) dated a date not earlier than 30 days prior to Exit Facility closing date or (ii) otherwise effective on the Exit Facility closing date.

4. Insurance Certificates. The Exit ABL Agent shall have received certificates of insurance naming the Exit ABL Agent as lender’s loss payee with respect to property insurance, and additional insured with respect

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<sup>1</sup> Capitalized terms used but not defined in this Schedule 2.26 shall have the meanings assigned to such term in this Agreement or in the term sheet attached to this Agreement as Exhibit G, as applicable.

to liability insurance, and covering the Borrower's or its Subsidiaries' Properties substantively consistent with the insurance requirements in the Existing Credit Agreement.

5. Liquidity. Liquidity (to be defined substantially the same as in this Agreement and which shall include unrestricted cash and cash equivalents of the Parent and its Wholly-Owned Subsidiaries) shall equal or exceed \$125,000,000.

6. Availability. The Borrower shall have Availability (as defined in the Exit Facility Agreement) of not less than \$25,000,000.

7. Approvals. All governmental and third party approvals required in accordance with applicable law, or in accordance with any document, agreement instrument or arrangement to which any Loan Party is a party in connection with (a) this Agreement and (b) except as could not reasonably be expected to have a Material Adverse Effect, the continuing operations of the Parent, the Borrower and its Subsidiaries, shall have been obtained and remain in full force and effect on and as of the Exit Facility closing date.

8. Representations and Warranties. The representations and warranties contained in Exit Facility Agreement and in each other Loan Document (as defined in the Exit Facility Agreement) shall be true and correct in all material respects (or, with respect to representations and warranties qualified by materiality, in all respects) on and as of the Exit Facility closing date before and after giving effect to any initial Advance (as defined in the Exit Facility Agreement) or issuance (or deemed issuance) of Letters of Credit and to the application of the proceeds from any such Advance (other than any such representation and warranty that by its terms refers to a specified earlier date which shall be true and correct in all material respects or, with respect to representations and warranties qualified by materiality, in all respects, as of such earlier date).

9. No Default or Event of Default. As of the Exit Facility closing date and after giving effect to the initial Advance (as defined in the Exit Facility Agreement) or issuance (or deemed issuance) of Letters of Credit and to the application of the proceeds from such Advance (as defined in the Exit Facility Agreement), no Default or Event of Default under the Exit Facility Agreement shall have occurred and be continuing.

10. Fees. Each Exit Lender and the Exit ABL Agent shall have received all fees required to be paid, and all expenses (including the reasonable and documented fees and expenses of legal counsel) for which invoices have been presented (so long as such invoices have been presented at least two Business Days prior to the Exit Facility closing date).

11. Pledged Stock; Stock Powers; Pledged Notes. The Exit ABL Agent shall have received (to the extent not currently held by the Exit ABL Agent pursuant to the collateral documents under the DIP ABL Credit Agreement) (i) the certificates representing the shares of Equity Interest pledged pursuant to the collateral documents under the Exit Facility Agreement, together with an undated stock power for each such certificate executed in blank by a duly authorized Authorized Officer of the pledgor thereof and (ii) each promissory note (if any) pledged to the Exit ABL Agent pursuant to the collateral documents under the Exit Facility Agreement endorsed (without recourse) in blank (or accompanied by an executed transfer form in blank) by the pledgor thereof.

12. Filings, Registrations and Recordings. Each document (including any Uniform Commercial Code financing statement) required by the collateral documents under the Exit Facility or under law or reasonably requested by the Exit ABL Agent to be filed, registered or recorded in order to create in favor of the Exit ABL Agent, for the benefit of the Exit Lenders, a perfected Lien on the Exit Facility collateral described therein, prior and superior in right to any other Person (other than with respect to Permitted Liens (as defined in the Exit Facility Agreement)), shall be in proper form for filing, registration or recordation.

13. Other Proceedings. No action, suit, investigation or other proceeding (including without limitation, the enactment or promulgation of a statute or rule) by or before any arbitrator or any Governmental Authority shall be pending or, to the Borrower's knowledge, threatened and no preliminary or permanent injunction or order by a state or federal court shall have been entered (a) in connection with the Exit Facility Agreement, any other Loan Document (as defined in the Exit Facility Agreement) or any transaction contemplated hereby or thereby, or (b) which could reasonably be expected to result in a Material Adverse Effect.

14. Material Adverse Effect. Since the Petition Date, other than the Chapter 11 Cases and events, developments and circumstances leading up to and arising therefrom, there shall not have occurred any event, development or circumstance that has or could reasonably be expected to result in a Material Adverse Effect.

15. Solvency. The Exit ABL Agent shall have received a certificate in form and substance reasonably satisfactory to the Exit ABL Agent from a senior financial officer or such other officer reasonably acceptable to the Exit ABL Agent of the Parent certifying that, before and after giving effect to the initial extensions of credit requested to be made under the Exit Facility Agreement on the Exit Facility closing date, the Parent and its Subsidiaries, on a consolidated basis, are Solvent (as defined in the Existing Facility Agreement and assuming with respect to each Guarantor, that the fraudulent conveyance savings language contained in the Guaranty applicable to such Guarantor will be given full effect).

16. USA Patriot Act. The Exit ABL Agent and the Exit Lenders shall have received all documentation and other information that is required by bank regulatory authorities under applicable "know your customer" and anti-money-laundering rules and regulations, including, without limitation, the Patriot Act, for each Loan Party, in each case no later than five (5) days prior to the Exit Facility closing date to the extent reasonably requested by the Lenders at least ten (10) days in advance of the Exit Facility closing date. To the extent the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, at least five (5) days prior to the Exit Facility closing date, the Exit ABL Agent and any Exit Lenders who have provided a written request therefor at least ten (10) days prior to the Exit Facility closing date shall have received a Beneficial Ownership Certification with respect to the Borrower.

17. Borrowing Base Certificate. The Exit ABL Agent shall have received a Borrowing Base Certificate which calculates the Borrowing Base, either (a) as of the most recent calendar month ending at least thirty (30) days before the Exit Facility closing date or (b) if a Weekly Reporting Period is in effect (as defined in the DIP ABL Credit Agreement), as of the calendar week ending at least three (3) days prior to the Exit Facility closing date, in each case, together with such supporting documentation and supplemental reporting information as the Exit ABL Agent may reasonably request.

18. No Debt. The Loan Parties will have no debt outstanding for borrowed money other than the Obligations under the Exit Facility Agreement or other Funded Indebtedness permitted by the Exit Facility Agreement.

19. Confirmation of Approved Plan and Exit Facility Approval. (a) An Approved Plan shall have been confirmed by an order of the Bankruptcy Court, which order shall be satisfactory to the Exit ABL Agent and to the Required Lenders (as to the Required Lenders, solely to the extent that such order adversely modifies the treatment of the Prepetition Credit Agreement Claims or the DIP Super-Priority Claims, as such treatment is described in the Approved Plan), which order shall be in full force and effect, unstayed and Final, and shall not have been modified or amended without the written consent of the Exit ABL Agent, reversed or vacated, (b) all conditions precedent to the effectiveness of the Approved Plan as set forth therein shall have been satisfied or waived (the waiver thereof having been approved by the Exit ABL Agent), and the substantial consummation (as defined in Section 1101 of the Bankruptcy Code) of the Approved Plan in accordance with its terms shall have occurred contemporaneously with the Exit Facility

closing date and (c) the transactions contemplated by Approved Plan to occur on the effective date of the Approved Plan shall have been substantially consummated on the Exit Facility closing date substantially contemporaneously with occurrence of the Exit Facility closing date hereunder in accordance with the terms of the Approved Plan and in compliance with applicable law and Bankruptcy Court and regulatory approvals. The Bankruptcy Court shall have entered one or more orders (one of which orders may be the order confirming the Approved Plan or the DIP Order) approving the Exit Facility Agreement and the Loan Documents (as defined in the Exit Facility Agreement), in form and substance satisfactory to the Exit ABL Agent, which order shall be in full force and effect, unstayed and Final, nor shall have been amended, supplemented or otherwise modified without the written consent of the Exit ABL Agent.

20. Liens. The Exit ABL Agent shall have received evidence reasonably satisfactory to it that there are no Liens encumbering any of the Loan Parties' respective Property other than Permitted Liens (as defined in the Exit Facility Agreement) or Liens that will be released substantially contemporaneously with the Exit Facility closing date.

21. Regulatory Matters. No part of the proceeds of any Advances, Loans or Letters of Credit made or issued under the Exit Facility on the Exit Facility closing date will be used for any purpose that would violate the applicable requirements of Regulations U, T and X of the Federal Reserve Board.

22. Compliance with Law. The making of the Loans (if any) under the Exit Facility and the issuance or renewal of Letters of Credit under the Exit Facility on the Exit Facility closing date shall not violate any requirement of laws and shall not be enjoined, temporarily, preliminarily or permanently.

23. Beneficial Ownership Certificate. Each Exit Lender shall have received a Beneficial Ownership Certification as shall have been requested by such Exit Lender in form and substance reasonably satisfactory to such Exit Lender.

24. Conversion. The Termination Date shall not have occurred prior to the DIP Facility converting into the Exit Facility.

SCHEDULE 3  
LIST OF BORROWER'S SUBSIDIARIES

Subsidiary Name	Jurisdiction of Organization	Organization Type	Owned By	Percent Ownership
1105 Peters Road, L.L.C.	Louisiana	LLC	Borrower	100%
Advanced Oilwell Services, Inc.	Louisiana	Corporation	Borrower	100%
Balance Point Control GmbH	Germany	LLC	Superior Energy Services (SPN) B.V.	100%
Balance Point Control Limited	United Kingdom	Private Company Limited by Shares	Balance Point Group B.V.	100%
Balance Point Group B.V.	Netherlands	Private Limited Company	Superior Energy Services B.V.	100%
Complete Energy Services, Inc.	Delaware	Corporation	Superior Energy Services-North America Services, Inc.	100%
Connection Technology, L.L.C.	Louisiana	LLC	Borrower	100%
CSI Technologies, L.L.C.	Texas	LLC	Borrower	100%
Guard Drilling Mud Disposal, Inc.	Delaware	Corporation	Complete Energy Services, Inc.	100%
Hallin Diving Services Limited	Isle of Man	Private Company Limited by Shares	Superior Energy International C.V.	100%
Hallin Marine (UK) Limited	United Kingdom	Private Company Limited by Shares	Superior Energy International C.V.	100%
Hallin Marine Australia Pty. Ltd.	Australia	Private Limited Company	Superior Energy Services B.V.	100%
Hallin Marine Singapore Pte. Ltd.	Singapore	Private Limited Company	Superior Energy International C.V.	100%



Subsidiary Name	Jurisdiction of Organization	Organization Type	Owned By	Percent Ownership
Hallin Marine Systems Limited	Isle of Man	Private Company Limited by Shares	Superior Energy International C.V.	100%
H.B. Rentals, L.C.	Louisiana	LLC	Borrower	100%
HB Rentals (Singapore) Pte. Ltd.	Singapore	Private Limited Company	Superior Energy Services (S) Pte. Ltd.	100%
HB Rentals Limited	United Kingdom	Private Company Limited by Shares	Superior Energy Services (UK) Limited	100%
Ingenieria y Tecnologia de Servicios S.A.S.	Colombia	Simplified Shares Corporation	Superior Energy Services Colombia SAS	100%
International Snubbing Services, L.L.C.	Louisiana	LLC	Borrower	100%
Montana Oil S.A.	Argentina	Corporation	Superior Energy Services B.V.  Superior Energy Services Group B.V.	90%  10%
Premier Oilfield Rentals (S) Pte. Ltd.	Singapore	Private Limited Company	Superior Energy Services (S) Pte. Ltd.	100%
PT Hallin Marine Indonesia	Indonesia	Private Limited Company	SES International Holdings C.V.	95%
PT Superior Energy Services Indonesia	Indonesia	Private Limited Company	Superior Energy Services B.V.	95%
Pumpco Energy Services, Inc.	Delaware	Corporation	SPN Well Services, Inc.	100%
SEMO, L.L.C.	Louisiana	LLC	Borrower	100%
SEMSE, L.L.C.	Louisiana	LLC	Borrower	100%
Servicios Holdings I, Inc.	Delaware	Corporation	SPN Well Services, Inc.	100%

Subsidiary Name	Jurisdiction of Organization	Organization Type	Owned By	Percent Ownership
SES Canada, ULC	Canada	Unlimited Liability Corporation	Superior Holding, Inc.	100%
SES Energy Services India Private Limited	India	Private Limited Company	Superior Energy Services B.V. Superior Energy Services Group B.V.	99.998% .002%
SES International Holdings C.V.	Netherlands	Limited Partnership	Borrower SES International Holdings GP, LLC	99% 1%
SES International Holdings GP, LLC	Delaware	LLC	Borrower	100%
SES Trinidad, L.L.C.	Delaware	LLC	Borrower	100%
SESI Corporate, LLC	Delaware	LLC	Borrower	100%
SESI Global, LLC	Delaware	LLC	Borrower	100%
SPN Well Services, Inc.	Texas	Corporation	Superior Energy Services-North America Services, Inc.	100%
Stabil Drill Specialties, L.L.C.	Louisiana	LLC	Borrower	100%
Superior Energy International C.V.	Netherlands	Limited Partnership	SES International Holdings C.V. Superior Energy Services GP, LLC	99% 1%
Superior Energy Services (Australia) Pty. Ltd.	Australia	Private Limited Company	Superior Energy Services Group B.V.	100%
Superior Energy Services (Ghana) Limited	Ghana	Private Limited Company	Superior Energy Services B.V.	90%
Superior Energy Services (Labuan) Limited	Labuan	Private Limited Company	Superior Energy Services B.V.	100%
Superior Energy Services (Norway) AS	Norway	Private Limited Company	Superior Energy Services B.V.	100%
Superior Energy Services (S) Pte. Ltd.	Singapore	Private Limited Company	Superior Energy Services Limited	100%

Subsidiary Name	Jurisdiction of Organization	Organization Type	Owned By	Percent Ownership
Superior Energy Services (Spain), S.R.L.	Spain	LLC	Superior Energy Services B.V.	100%
Superior Energy Services (SPN) B.V.	Netherlands	Private Limited Company	Balance Point Group B.V.	100%
Superior Energy Services (Thailand) Ltd.	Thailand	Private Limited Company	Borrower  International Snubbing Services, L.L.C.  Workstrings International, L.L.C.	99.994%  .003%  .003%
Superior Energy Services (UK) Limited	United Kingdom	Private Company Limited by Shares	Superior Energy International C.V.	100%
Superior Energy Services - Servicos de Petroleo do Brasil, Ltda.	Brazil	LLC	Superior Energy Services Group B.V.	100%
Superior Energy Services B.V.	Netherlands	Private Limited Company	Superior Energy Services Group B.V.	100%
Superior Energy Services Cayman, LTD	Cayman Islands	Private Limited Company	Superior Energy International C.V.	100%
Superior Energy Services Colombia SAS	Colombia	Simplified Shares Corporation	Superior Energy Services (Spain), S.R.L.	100%
Superior Energy Services Colombia, LLC	Delaware	LLC	Borrower	100%
Superior Energy Services de Mexico, S. de R.L. de C.V.	Mexico	LLC	Stabil Drill Specialties, L.L.C.  SEMO, L.L.C.  SEMSE, L.L.C.	99.99%  .009%  .001%
Superior Energy Services GP, LLC	Delaware	LLC	SES International Holdings C.V.	100%
Superior Energy Services Group B.V.	Netherlands	Private Limited Company	Superior Energy International C.V.	100%

Subsidiary Name	Jurisdiction of Organization	Organization Type	Owned By	Percent Ownership
Superior Energy Services Guyana, Inc.	Guyana	Corporation	Superior Energy Services Trinidad Limited	100%
Superior Energy Services Holdings B.V.	Netherlands	Private Limited Company	Superior Energy Services Group B.V.	100%
Superior Energy Services Limited	United Kingdom	Private Company Limited by Shares	Superior Energy Services (UK) Limited	100%
Superior Energy Services Malaysia Sdn. Bhd.	Malaysia	Private Limited Company	Superior Energy Services B.V.	100%
Superior Energy Services S.A.	Argentina	Corporation	Superior Energy Services B.V. Montana Oil S.A.	49% 51%
Superior Energy Services Saudi Limited	Saudi Arabia	LLC	Superior Energy Services B.V. Superior Energy Services (SPN) B.V.	90% 10%
Superior Energy Services Trinidad Limited	Trinidad and Tobago	Private Limited Company	Borrower	100%
Superior Energy Services, L.L.C.	Louisiana	LLC	Borrower	100%
Superior Energy Services-North America Services, Inc.	Delaware	Corporation	Borrower	100%
Superior Holding, Inc.	Delaware	Corporation	Borrower	100%
Superior Inspection Services, L.L.C.	Louisiana	LLC	Borrower	100%
Superior-Wild Well Energy Services Limited	United Kingdom	Private Company Limited by Shares	Superior Energy Services (UK) Limited	100%
Warrior Energy Services Corporation	Delaware	Corporation	Superior Energy Services-North America Services, Inc.	100%
Wild Well Control, Inc.	Texas	Corporation	Borrower	100%

<b>Subsidiary Name</b>	<b>Jurisdiction of Organization</b>	<b>Organization Type</b>	<b>Owned By</b>	<b>Percent Ownership</b>
Workstrings International B.V.	Netherlands	Private Limited Company	Superior Energy Services B.V.	100%
Workstrings International (Singapore) Pte. Ltd.	Singapore	Private Limited Company	Superior Energy International C.V.	100%
Workstrings International Limited	United Kingdom	Private Company Limited by Shares	Superior Energy Services (UK) Limited	100%
Workstrings International, L.L.C.	Louisiana	LLC	Borrower	100%

SCHEDULE 4  
DEPOSIT ACCOUNTS

Loan Party	Bank	Account Type	Account Number
Superior Energy Services, Inc.	JPMorgan Chase	Demand	1585766882
SESI, L.L.C.	Whitney National Bank	Demand	713121440
SESI, L.L.C.	Wells Fargo Bank	Demand	4121786990
SESI, L.L.C.	Wells Fargo Bank	Controlled Disbursement	9600121452
Complete Energy Services, Inc.	Wells Fargo Bank	Demand	4121078059
Complete Energy Services, Inc.	Wells Fargo Bank	Demand	4121078117
HB Rentals, L.C.	Whitney National Bank	Demand	713120959
HB Rentals, L.C.	Whitney National Bank	Demand	715113712
HB Rentals, L.C.	Wells Fargo Bank	Controlled Disbursement	9600128141
Stabil Drill Specialties, L.L.C.	Whitney National Bank	Demand	713121467
Stabil Drill Specialties, L.L.C.	Wells Fargo Bank	Controlled Disbursement	9600128137
SPN Well Services, Inc.	Wells Fargo Bank	Controlled Disbursement	9600163651
SPN Well Services, Inc.	Wells Fargo Bank	Demand	4121332621
Warrior Energy Services Corporation	Whitney National Bank	Demand	715760211
Warrior Energy Services Corporation	Wells Fargo Bank	Controlled Disbursement	9600128175
Wild Well Control, Inc.	JP Morgan Chase	Demand	1590885032
Wild Well Control, Inc.	JP Morgan Chase	Controlled Disbursement	754113363
Workstrings International, L.L.C.	Whitney National Bank	Demand	23010131
Workstrings International, L.L.C.	Wells Fargo Bank	Controlled Disbursement	9600120877
Pumpco Energy Services, Inc.	Wells Fargo Bank	Demand	4121599195
Pumpco Energy Services, Inc.	Wells Fargo Bank	Demand	4121599203
Superior Energy Services, L.L.C.	Whitney National Bank	Demand	713121548
Superior Energy Services, L.L.C.	Wells Fargo Bank	Controlled Disbursement	9600139605
Superior Inspection Services, L.L.C.	Whitney National Bank	Demand	710368305
Connection Technology, L.L.C.	Whitney National Bank	Demand	713121297
Connection Technology, L.L.C.	Whitney National Bank	Demand	713121319
International Snubbing Services, L.L.C.	Wells Fargo Bank	Controlled Disbursement	9600128156
CSI Technologies, L.L.C.	Whitney National Bank	Demand	716305232
International Snubbing Services, L.L.C.	Whitney National Bank	Demand	713121394
Superior Inspection Services, L.L.C.	Whitney National Bank	Lockbox	61294482
International Snubbing Services, L.L.C.	Whitney National Bank	Disbursement	713121408
SESI, L.L.C.	Bank of America	Investment Account	5S406A11-426271
SESI, L.L.C.	Wells Fargo Bank	Investment Account	1BB97322

SCHEDULE 5  
EXISTING LETTERS OF CREDIT

LC Number	Issuer	Currency	Face Amount - Non USD	Expiry Date	USD Balance 11/30/2020
69611325	Citibank	USD	N/A	12/30/2020	12,830
69614205	Citibank	INR	INR 220,162,360.00	10/31/2022	2,963,385
69614518	Citibank	USD	N/A	3/30/2023	147,000
69614587	Citibank	INR	INR 3,020,800.00	12/30/2021	40,660
69617053	Citibank	USD	N/A	9/30/2021	109,249
69617138	Citibank	USD	N/A	4/21/2021	38,000
69620503	Citibank	USD	N/A	6/21/2021	25,000
68142737	Bank of America	USD	N/A	1/28/2021	18,900,000
S-253152	JPMorgan Chase	USD	N/A	7/31/2021	120,000
S-634198	JPMorgan Chase	USD	N/A	6/25/2021	2,600
S-846086	JPMorgan Chase	USD	N/A	11/30/2020	227,868
S-846092	JPMorgan Chase	USD	N/A	11/30/2020	540,470
S-963521	JPMorgan Chase	USD	N/A	6/10/2021	108,166
NUSCGS005744	JPMorgan Chase	USD	N/A	3/17/2022	115,490
NUSCGS025193	JPMorgan Chase	USD	N/A	9/2/2031	1,781,267
NUSCGS025224	JPMorgan Chase	USD	N/A	9/2/2031	890,634
NUSCGS025225	JPMorgan Chase	USD	N/A	9/2/2031	890,634
NUSCGS025531	JPMorgan Chase	USD	N/A	6/30/2023	203,286
NUSCGS025533	JPMorgan Chase	KWD	KWD 19,181.36	6/30/2021	62,561
NUSCGS025657	JPMorgan Chase	USD	N/A	1/30/2023	522,553
NUSCGS025658	JPMorgan Chase	USD	N/A	7/31/2023	214,206
NUSCGS025662	JPMorgan Chase	USD	N/A	7/31/2023	107,103
NUSCGS025665	JPMorgan Chase	USD	N/A	7/31/2023	107,103
NUSCGS025822	JPMorgan Chase	KWD	KWD 73,732.95	1/26/2022	240,484
NUSCGS025982	JPMorgan Chase	KWD	KWD 1,979,680.00	10/4/2024	6,456,845
NUSCGS026031	JPMorgan Chase	KWD	KWD 2,200,000.00	7/3/2024	7,175,432
NUSCGS027623	JPMorgan Chase	QAR	QAR 300,000.00	12/30/2020	81,600
NUSCGS028869	JPMorgan Chase	USD	N/A	12/1/2022	130,396
NUSCGS029443	JPMorgan Chase	INR	INR 66,600,000.00	12/2/2021	896,436
NUSCGS029949	JPMorgan Chase	KWD	KWD 57,811.50	11/1/2021	188,556
NUSCGS029959	JPMorgan Chase	USD	N/A	4/30/2021	194,641



LC Number	Issuer	Currency	Face Amount - Non USD	Expiry Date	USD Balance 11/30/2020
NUSCGS030037	JPMorgan Chase	USD	N/A	9/30/2021	1,850,000
NUSCGS030159	JPMorgan Chase	USD	N/A	9/30/2021	1,800,000
NUSCGS030247	JPMorgan Chase	USD	N/A	5/2/2022	33,220
NUSCGS032186	JPMorgan Chase	USD	N/A	3/31/2022	5,870
NUSCGS033248	JPMorgan Chase	KWD	KWD 15,000.00	1/8/2021	48,923
NUSCGS033249	JPMorgan Chase	KWD	KWD 1,000.00	1/8/2021	3,262
NUSCGS034373	JPMorgan Chase	KWD	KWD 15,000.00	2/17/2021	48,923
NUSCGS03449	JPMorgan Chase	KWD	KWD 15,000.00	6/9/2021	48,923
NUSCGS034594	JPMorgan Chase	KWD	KWD 6,262.24	9/28/2022	20,425
NUSCGS035796	JPMorgan Chase	KWD	KWD 1,000.00	4/7/2021	3,273
<b>Total</b>					<b>47,357,275</b>

SCHEDULE 6  
CLOSING DATE INVESTMENTS

None.

EXHIBIT A

[FORM OF]  
COMPLIANCE CERTIFICATE

To: The Lenders parties to the  
Credit Agreement Described Below

This Compliance Certificate is furnished pursuant to that certain Senior Secured Debtor-In-Possession Credit Agreement dated as of December [●], 2020 (as amended, modified, renewed or extended from time to time, the “Credit Agreement”) among SESI, L.L.C. (the “Borrower”), Superior Energy Services, Inc. (the “Parent”), JPMorgan Chase Bank, N.A., as Administrative Agent, and the Lenders party thereto. Unless otherwise defined herein, capitalized terms used in this Compliance Certificate have the meanings defined in the Credit Agreement.

THE UNDERSIGNED HEREBY CERTIFIES THAT:

1. I am the duly elected Chief Financial Officer of the Parent;
2. I have reviewed the terms of the Credit Agreement and I have made, or have caused to be made under my supervision, a detailed review of the transactions and conditions of the Parent, the Borrower and each of its Subsidiaries during the accounting period covered by the attached financial statements;
3. [The financial statements delivered pursuant to Sections 6.1(a)(ii) or 6.1(a)(x) of the Credit Agreement present fairly in all material respects the financial conditions and results of operations of the Parent and its subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end adjustments and the absence of footnotes]<sup>1</sup>,
4. The examinations described in Paragraph 2 did not disclose, and I have no knowledge of, the existence of any condition or event which constitutes an Event of Default or Default during or at the end of the accounting period covered by the attached financial statements or as of the date of this Certificate, except as set forth below; and
5. [No change in GAAP, or in the application thereof, that impacts the financial statements attached hereto has occurred since the date of the financial statements referred to in Section 5.4 of the Credit Agreement][A change in GAAP, or in the application thereof, that impacts the financial statements attached hereto has occurred since the date of the financial statements referred to in Section 5.4 of the Credit Agreement, and the effect of such change on such financial statements is described below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_]<sup>2</sup>

<sup>1</sup> Include only for periods where financial statements are delivered pursuant to Sections 6.1(a)(ii) or 6.1(a)(x) of the Credit Agreement.

<sup>2</sup> If an applicable change in GAAP or in the application thereof has occurred, include Paragraph 5 only to the extent such change is not described in the applicable financial statements.

6. Described below are the exceptions, if any, to Paragraph [3][4] by listing, in detail, the nature of the condition or event, the period during which it has existed and the action which the Borrower has taken, is taking, or proposes to take with respect to each such condition or event:

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7. Schedule I attached hereto sets forth a calculation of the Fixed Charge Coverage Ratio as of the end of the accounting period covered by the attached financial statements.

The foregoing certifications, together with the computations set forth in Schedule I hereto and the financial statements delivered with this Certificate in support hereof, are made and delivered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**SUPERIOR ENERGY SERVICES, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chief Financial Officer

## SCHEDULE I TO COMPLIANCE CERTIFICATE

Fixed Charge Coverage Ratio<sup>1</sup>

A.	EBITDA <i>minus</i> Unfinanced Capital Expenditures	\$_____
	Net Income	\$_____
	<i>plus</i> Interest Expense	\$_____
	<i>plus</i> Income Taxes	\$_____
	<i>plus</i> depreciation and depletion expense	\$_____
	<i>plus</i> amortization expense	\$_____
	<i>plus</i> non-cash charges, including cancellation of debt income	\$_____
	<i>plus</i> extraordinary non-cash losses	\$_____
	<i>plus</i> severance/costs savings expenses <sup>2</sup> up to \$20,000,000	\$_____
	<i>plus</i> non-cash losses or charges resulting from Rate Management Transactions	\$_____
	<i>minus</i> extraordinary gains and other non-cash items	\$_____
	<i>minus</i> Unfinanced Capital Expenditures	\$_____
B.	Fixed Charges	\$_____
	cash Interest Expense	\$_____
	<i>plus</i> prepayments and scheduled principal payments on Funded Indebtedness actually made or required to be made in such period	\$_____
	<i>plus</i> Income Taxes paid in cash in such period	\$_____
	<i>plus</i> Restricted Payments paid in cash in such period	\$_____
	<i>plus</i> Capitalized Lease Obligation Payments made in such period	\$_____
	<i>plus</i> cash contributions to any Plan made in such period	\$_____
	<i>plus</i> the difference between (a) the Maximum Rental Premium Drill Pipe Amount as of the later of (i) the Closing Date and (ii) the last month ending prior to the period for which the Fixed Charge Coverage Ratio is being calculated and (b) the Maximum Rental Premium	\$_____

<sup>1</sup> Calculations herein to be made for trailing 4 fiscal quarters, and calculated for the Parent and its Subsidiaries on a consolidated basis.

<sup>2</sup> Including costs, expenses and charges related to operating expense reductions, facilities closing, consolidations, and integration costs, and other restructuring charges or reserves.

Drill Pipe Amount as of the last day of  
the period for which the Fixed Charge  
Coverage Ratio is being calculated

Ratio of A to B (actual)

\_\_\_ to 1.0



## EXHIBIT B

[FORM OF]  
ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the “Assignment and Assumption”) is dated as of the Effective Date set forth below and is entered into by and between the Assignor named below (the “Assignor”) and the Assignee named below (the “Assignee”). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor’s rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the facility identified below (including any letters of credit and guarantees included in such facility) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the “Assigned Interest”). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor: \_\_\_\_\_
2. Assignee: \_\_\_\_\_  
[and is an affiliate/Approved Fund of [*identify Lender*]<sup>1</sup>]
3. Borrower: SESI, L.L.C.
4. Administrative Agent: JPMorgan Chase Bank, N.A., as administrative agent under the Credit Agreement
5. Credit Agreement: The Senior Secured Debtor-In-Possession Credit Agreement dated as of December [●], 2020 among the Borrower, Superior Energy Services, Inc., the Administrative Agent, and the Lenders party thereto

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<sup>1</sup> Select as applicable.

## 6. Assigned Interest:

Aggregate Amount of Commitment or L/C Participations for all Lenders	Amount of Commitment or L/C Participations Assigned	Percentage Assigned of Commitment or L/C Participations <sup>2</sup>
\$	\$	%
\$	\$	%
\$	\$	%

Effective Date: \_\_\_\_\_, 20\_\_ [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The Assignee agrees to deliver to the Administrative Agent a completed administrative questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Borrower, the Loan Parties and their Affiliates or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws.

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<sup>2</sup> Set forth, to at least 9 decimals, as a percentage of the Commitment or L/C Participations of all Lenders.

The terms set forth in this Assignment and Assumption are hereby agreed to:

**ASSIGNOR**

\_\_\_\_\_  
NAME OF ASSIGNOR

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE**

\_\_\_\_\_  
NAME OF ASSIGNEE

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit B

[Consented to and]<sup>3</sup> Accepted:

**JPMORGAN CHASE BANK, N.A.**, as  
Administrative Agent

By: \_\_\_\_\_  
Title: \_\_\_\_\_

[Consented to:]<sup>4</sup>

**SESI, L.L.C.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**[NAME OF ANY OTHER RELEVANT  
PARTY]**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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<sup>3</sup> To be added only if the consent of the Administrative Agent is required by the terms of the Credit Agreement.

<sup>4</sup> To be added only if the consent of the Borrower and/or other parties (e.g. Issuing Lender) is required by the terms of the Credit Agreement.

Exhibit B

ANNEX 1

SENIOR SECURED DEBTOR-IN-POSSESSION CREDIT AGREEMENT

DATED AS OF DECEMBER [●], 2020

among SESI, L.L.C, as Borrower, Superior Energy Services, Inc., JPMorgan Chase Bank, N.A., as Administrative Agent, and the Lenders party thereto

STANDARD TERMS AND CONDITIONS FOR  
ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 6.1 thereof, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent, any arranger or any other Lender and their respective Affiliates and (v) if it is a Non-U.S. Lender, attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, any arranger, the Assignor or any other Lender or their respective Affiliates, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and

Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Acceptance and adoption of the terms of this Assignment and Assumption by the Assignee and the Assignor by electronic signature or delivery of an executed counterpart of a signature page of this Assignment and Assumption by email or telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.

EXHIBIT C

[RESERVED]



EXHIBIT D - 1

[FORM OF]  
U.S. TAX CERTIFICATE

(For Non-U.S. Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Senior Secured Debtor-In-Possession Credit Agreement dated as of December [●], 2020 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among SESI, L.L.C., as the Borrower, SUPERIOR ENERGY SERVICES, INC., as the Parent, JPMORGAN CHASE BANK, N.A., as the Administrative Agent, and the Lenders.

Pursuant to the provisions of Section 3.4 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the loan(s) (as well as any note(s) evidencing such loan(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code and (v) the interest payments in question are not effectively connected with the undersigned’s conduct of a U.S. trade or business.

The undersigned has furnished the Administrative Agent and the Borrower with a certificate of its non-U.S. Person status on IRS Form W-8BEN or Form W-8BEN-E (or applicable successor IRS Form). By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent in writing and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

**[NEW LENDER]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

EXHIBIT D - 2

[FORM OF]

U.S. TAX CERTIFICATE

(For Non-U.S. Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Senior Secured Debtor-In-Possession Credit Agreement dated as of December [●], 2020 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among SESI, L.L.C., as the Borrower, SUPERIOR ENERGY SERVICES, INC., as the Parent, JPMORGAN CHASE BANK, N.A., as the Administrative Agent, and the Lenders.

Pursuant to the provisions of Section 3.4 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the L/C Participation(s) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such L/C Participation(s), (iii) with respect to the extension of credit pursuant to this Credit Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, (v) none of its direct or indirect partners/members is a “controlled foreign corporation” related to the Borrower as described in Section 881(c)(3)(C) of the Code, and (vi) the interest payments in question are not effectively connected with the undersigned’s or its direct or indirect partners/members’ conduct of a U.S. trade or business.

The undersigned has furnished the Administrative Agent and the Borrower with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or Form W-8BEN-E (or applicable successor IRS Form) or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or Form W-8BEN-E (or applicable successor IRS Form) from each of such partner’s/member’s beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent in writing and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

**[NEW LENDER]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

EXHIBIT D - 3

[FORM OF]

U.S. TAX CERTIFICATE

(For Non-U.S. Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Senior Secured Debtor-In-Possession Credit Agreement dated as of December [●], 2020 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among SESI, L.L.C., as the Borrower, SUPERIOR ENERGY SERVICES, INC., as the Parent, JPMORGAN CHASE BANK, N.A., as the Administrative Agent, and the Lenders.

Pursuant to the provisions of Section 3.4 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code, and (v) the interest payments in question are not effectively connected with the undersigned’s conduct of a U.S. trade or business.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. Person status on IRS Form W-8BEN or Form W-8BEN-E (or applicable successor IRS Form). By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender in writing and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

**[NAME OF PARTICIPANT]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

EXHIBIT D - 4

[FORM OF]

U.S. TAX CERTIFICATE

(For Non-U.S. Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Senior Secured Debtor-In-Possession Credit Agreement dated as of December [●], 2020 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among SESI, L.L.C., as the Borrower, SUPERIOR ENERGY SERVICES, INC., as the Parent, JPMORGAN CHASE BANK, N.A., as the Administrative Agent, and the Lenders.

Pursuant to the provisions of Section 3.4 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the loan(s) (as well as any note(s) evidencing such loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such loan(s) (as well as any note(s) evidencing such loan(s)), (iii) with respect to such participation, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, (v) none of its direct or indirect partners/members is a “controlled foreign corporation” related to the Borrower as described in Section 881(c)(3)(C) of the Code, and (vi) the interest payments in question are not effectively connected with the undersigned’s or its partners/members’ conduct of a U.S. trade or business.

The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or Form W-8BEN-E (or applicable successor IRS Form) or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or Form W-8BEN-E (or applicable successor IRS Form) from each of such partner’s/member’s beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender in writing and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

**[NAME OF PARTICIPANT]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

EXHIBIT E

[RESERVED]

EXHIBIT F

FORM OF BORROWING BASE CERTIFICATE

Exhibit F

(Actual in US Dollars)

Superior Energy Services, Inc

Collateral Component Name:

Collateral Component:

Billed AR

Billed Inv Grade AR

Unbilled AR

Inventory

Rental Assets

Eligible Cash

Certificate #

Certificate Date:

Period Covered:

00

to

COLLATERAL AVAILABILITY									
1	Beginning Collateral Balance (Previous Certificate Line 10)	0.00							
1.A	Foreign Exchange Currency Adjustment	0.00							
2	Additions to Collateral (Gross Sales)	0.00							
3	Additions to Collateral (Debit Memos, all)	0.00							
4	Additions to Collateral (Other Non-Cash)	0.00							
5	Deductions to Collateral (Net Cash Received)	0.00							
6	Deductions to Collateral (Discounts)	0.00							
7	Deductions to Collateral (Credit Memos, all)	0.00							
8	Deductions to Collateral (Other Non-Cash)	0.00							
9	Net Change to Collateral	0.00							
10	Ending Collateral Balance	0.00	0.00	0.00	0.00	0.00	Total Revolver Gross Collateral	(0.10)	
11	Less Collateral Ineligibles (see attached schedule)	0.00	0.00	0.00	0.00	0.00			
12	Eligible Collateral	0.00	0.00	0.00	0.00	0.00	Total Revolver Eligible Collateral	0.00	
12.A	Advance Rate Percentage	85.0%	90.0%	75.0%	0.0%	0.0%	100.0%		
13	Gross Available - Borrowing Base Value	0.00	0.00	0.00	0.00	0.00	0.00		
13.A	Collateral CAPS	0.00	0.00	25,000,000.00	25,000,000.00	20,000,000.00	65,000,000.00		
14	Net Available - Borrowing Base Value	0.00	0.00	0.00	0.00	0.00	0.00		
14.A	Suppressed Availability	0.00	0.00	0.00	0.00	0.00	0.00		
14.B	Effective Advance Rate	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
15	Total Gross Availability - Borrowing Base Value	0.00							
15.A	SOFA	0.00							
15.B	Less Availability Reserves (see attached schedule)	0.00							
16	Total Availability - Maximum Borrowing Base Value	0.00							
16.A	12.5% of Consolidated Tangible Assets	0.00							
17	Revolver Line of Credit	120,000,000.00							
17.A	Less Line Reserves (see attached schedule)	0.00							
18	Maximum Borrowing Limit (Lesser of Lines 16.A, 16 less 17.A or 17 less 17.A)	0.00							
18.A	Suppressed Availability	0.00							
LOAN STATUS									
19	Previous Revolver Loan Balance (Previous Certificate Line 24)	0.00							
20	Less: Net Collections (Current Certificate Line 5)	0.00							
21	Less: Adjustments / Payoff	0.00							
22	Add: Request for Funds	0.00							
23	Add: Adjustments / Term Loan Proceeds	0.00							
24	Current Revolver Loan Balance	0.00						Total Current Revolver Loan Balance	0.00
25	Letters of Credit/Bankers Acceptance Outstanding	0.00						Outstanding Letters of Credit	0.00
26		0.00							0.00
27	Availability Not Borrowed (Lines 18 less 24 less 25 plus 26)	0.00						Revolver Availability Not Borrowed	0.00
28	OVERALL EXPOSURE (lines 24, 25 & 26)	0.00						OVERALL EXPOSURE	0.00

Pursuant to, and in accordance with, the terms and provisions of that certain Senior Secured Debtor-in-Possession Credit Agreement, dated as of December [], 2020 (as it may be amended or modified from time to time, the "Agreement") among SESI, L.L.C. (the "Borrower"), the other Loan Parties, the Lenders party thereto and JPMorgan Chase Bank, N.A. as Administrative Agent for the Lenders, the Borrower is executing and delivering to the Administrative Agent this Borrowing Base Certificate accompanied by supporting data (collectively referred to as the "Certificate"). The Borrower represents and warrants to the Administrative Agent that this Certificate is true and correct, and is based on information contained in the Borrower's own financial accounting records. The Borrower, by the execution of this Certificate, hereby ratifies, confirms and affirms all of the terms, conditions and provisions of the Agreement, and certifies on this [day]th day of [month], [year], that the Borrower is in compliance with the Agreement. Unless otherwise defined herein, capitalized terms used herein have the meanings ascribed thereto in the Agreement.

BORROWER NAME:  
SESI, L.L.C.

AUTHORIZED SIGNATURE:



EXHIBIT G

EXIT FACILITY TERM SHEET

Exhibit G

SESI, L.L.C.  
\$120,000,000 Senior Secured ABL Facility Term Sheet

Reference is made herein to (a) that certain Senior Secured Debtor-In-Possession Credit Agreement dated as of December [●], 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “DIP ABL Credit Agreement”) among SESI, L.L.C. (the “Borrower”), Superior Energy Services, Inc. (the “Parent”), the lenders and issuing lenders party thereto (the “DIP Lenders”) and JPMorgan Chase Bank, N.A., as administrative agent for the DIP Lenders (the “Administrative Agent”) and (b) that certain Fifth Amended and Restated Credit Agreement dated as of October 20, 2017 (as amended, amended and restated, supplemented or otherwise modified, the “Prepetition Credit Agreement”) among the Borrower, the Parent, the lenders and issuing lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent for the lenders. Capitalized terms used but not defined herein have the meanings assigned to such terms in the DIP ABL Credit Agreement.

**I. Parties**

Borrower:	The Borrower.
Guarantors:	The Parent and all material domestic subsidiaries of the Borrower (such material domestic subsidiaries, the “ <u>Subsidiary Guarantors</u> ” and together with the Borrower, the “ <u>Borrowing Base Parties</u> ”). The Borrower and the Guarantors are referred to as the “ <u>Loan Parties</u> ”).
Lead Arranger and Bookrunner:	JPMorgan Chase Bank, N.A. (“ <u>JPMCB</u> ”) will act as the sole lead arranger (in such capacity, the “ <u>Exit Lead Arranger</u> ”).
Administrative Agent:	JPMCB shall be the administrative agent and collateral agent for the Exit ABL Lenders (as defined herein) (in such capacity, the “ <u>Exit ABL Agent</u> ”).
Lenders:	The DIP Lenders (in such capacity, the “ <u>Exit ABL Lenders</u> ” and, together with the Exit ABL Agent, the “ <u>Exit ABL Lender Parties</u> ”).

**II. Revolving Credit Facility**

Type and Amount of Facility:	Senior secured asset-based revolving credit facility (the “ <u>Exit Revolving Facility</u> ”) in the amount of \$120 million, (the “ <u>Exit Revolving Commitment</u> ” and the loans thereunder, the “ <u>Exit Revolving Loans</u> ”).
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After the Exit Facility closing date, the Borrower may increase the amount of Exit Revolving Commitments in an amount not to exceed \$50 million in a manner consistent with the Documentation Precedent by either (a) obtaining increased commitments from one or more existing Exit ABL Lenders on a pro rata or non-pro rata basis and/or (b) obtaining commitments from new lenders that are reasonably acceptable to the Exit ABL Agent and issuing lenders to the extent that consent of the Exit ABL Agent and/or issuing lenders would be required for an assignment of Exit Revolving Loans or Exit Revolving Commitments to such new lender; such increased Exit

Revolving Commitments shall be on identical terms to the other Exit Revolving Commitments under the Exit Facility.

Documentation: The credit agreement in respect of the Exit Revolving Facility (the “Exit Facility Agreement”) and the other related documentation (the Exit Facility Agreement and such related documentation, the “Exit Facility Documentation”) shall be (a) prepared by counsel for the Exit ABL Agent, (b) based upon the documentation for the Borrower’s Prepetition Credit Agreement (prior to giving effect to the Fourth Amendment) with only those changes (i) to representations and warranties, covenants and events of default to substantially reflect the terms and provisions of this Exit Term Sheet in all material respects, (ii) to reflect the exit facility nature of the Exit Facility, (iii) to reflect the administrative requirements of the Exit ABL Agent and Issuing Lenders and (iv) to reflect changes in law, regulation and customary practices of the general syndicated loan market (including provisions related to UK bail-in, beneficial ownership and electronic signatures, substantially the same as the DIP ABL Credit Agreement and other provisions related to sanctions, ERISA, tax gross up, defaulting lenders and divisions) (the “Documentation Precedent”), and (c) shall otherwise be reasonably acceptable to the Exit ABL Lenders and the Borrower in all respects.

Availability: Substantially the same as the Documentation Precedent modified to remove the Availability Blocker.

Letters of Credit: Undrawn letters of credit outstanding under the DIP ABL Credit Agreement as of the Exit Facility closing date (“Existing L/Cs”) shall be deemed outstanding under the Exit Facility. The Exit Facility shall provide for the issuance or renewal of letters of credit by certain Exit ABL Lenders; provided that the Exit Facility will not permit the aggregate L/C Exposure to exceed a \$120 million aggregate sublimit with fronting limits and fees to be agreed with each issuing lender. The issuance of Letters of Credit denominated in currencies other than U.S. Dollars shall be limited to the equivalent of \$40 million and to the same permitted currencies as the Documentation Precedent. The Exit Facility Documentation shall (i) include customary provisions related to auto-renew letters of credit and (ii) require that any letters of credit either (A) expire no later than seven Business Days prior to the Maturity Date or (B) be backstopped, cash collateralized or have other arrangements made therefore, in a manner reasonably satisfactory to the Borrower and the applicable issuing lender.

Borrowing Base: The “Exit Borrowing Base” will equal the sum, without duplication, of (a) (i) 90% of the Borrowing Base Parties’ domestic investment grade eligible accounts receivable, plus (ii) the lesser of (A) 90% of the Borrowing Base Parties’ foreign investment grade eligible accounts receivable and (B) \$5 million, plus (b) 85% of the Borrowing Base Parties’ eligible accounts receivable not included in clause (a), plus (c) the lesser of (i) 75% of the Borrowing Base Parties’ eligible unbilled accounts receivable and (ii) \$25 million, plus (d) the lesser of (i) 85% of the net orderly liquidation value (“NOLV”) of eligible inventory and (ii) \$25 million, plus, (e) until

the earlier of (x) 24 months from the DIP ABL Credit Agreement closing date and (y) the date that unrestricted cash of the Parent and its Wholly-Owned Subsidiaries is less than \$75 million tested upon the delivery of each Borrowing Base Certificate (it being understood that unrestricted cash shall exclude (i) any cash of Loan Parties not held in a controlled account, (ii) any cash which is pledged to secure any Loan Party's obligations under any letter of credit or other obligations permitted to be secured by cash pursuant to the Exit Facility Agreement and (iii) Eligible Cash), the lesser of (i) 50% of the NOLV, (ii) 65% of the net book value of eligible premium rental drill pipe and (iii) the Maximum Premium Rental Drill Pipe Amount as set forth on Schedule 1C of the DIP ABL Credit Agreement applicable on the last day of the calendar month or, if a Weekly Reporting Period is then in effect, calendar week, preceding the delivery of the Borrowing Base Certificate, plus (f) if there are no loans outstanding, the lesser of (i) 100% of Eligible Cash and (ii) \$65 million, less (g) reserves.

The definition of Banking Services Reserves shall be the same as in the DIP ABL Credit Agreement.

Eligibility:

Substantially the same as the Documentation Precedent, modified as follows:

- (a) Eligible accounts shall exclude goods that have been sold under a purchase order or pursuant to the terms of a contract or other agreement or understanding (written or oral) that indicates or purports that any person other than the applicable Borrowing Base Party has or has had an ownership interest in such goods, or which indicates any party other than the applicable Borrowing Base Party as payee or remittance party;
- (b) For eligible accounts, the concentration cap for investment grade account debtors shall be 25% and the concentration cap for non-investment grade account debtors shall be 15%;
- (c) eligible inventory and eligible premium rental drill pipe shall expressly exclude work-in-progress, raw materials and spare parts, other than (i) in the case of eligible inventory, work-in-progress, raw materials and spare parts that are intended to be utilized to directly provide finished goods or services to customers by the Borrowing Base Parties in the ordinary course of business and (ii) in the case of eligible premium rental drill pipe, work-in-progress, raw materials and spare parts that are intended to be rented or sold to customers by the Borrowing Base Parties in the ordinary course of business; and
- (d) there shall be no borrowings of loans or issuance or renewal of letters of credit that would result in excess availability being less than the amount by which the borrowing base would be reduced after the imposition of such eligibility criteria or the amount of such reserve during the five business day notice period for imposition or additional eligibility criteria and reserves.

Maturity: The earliest of (a) four years after the DIP ABL Credit Agreement closing date and (b) the date all Exit Revolving Loans become due and payable under the Exit Facility Agreement, whether by acceleration or otherwise (such date, the “Maturity Date”).

**V. Purpose; Certain Payment Provisions**

Purpose: Substantially the same as the Documentation Precedent.

Fees and Interest Rates: As set forth on Annex I to this Exhibit G.

Mandatory Prepayments: Mandatory prepayments of the loans and cash collateralization of the letters of credit shall be required:

- (a) in the event of an overadvance;
- (b) during a Cash Dominion Trigger period in a manner substantially the same as the Documentation Precedent;
- (c) for prepayment of loans only, (i) to the extent that the Domestic Consolidated Cash Balance exceeds \$5 million in an amount equal to such excess or (ii) to the extent that the Global Consolidated Cash Balance exceeds \$111,683,592 in an amount equal to such excess.

In connection with any casualty, condemnation, sale, disposition or transfer (or series of related sales, dispositions and transfers) including assets relied on in connection with the calculation of the Borrowing Base, other than sales of Inventory in the ordinary course of business to customers, with an aggregate value in an amount greater than \$1 million, the Borrower shall deliver an updated Borrowing Base Certificate to the Exit ABL Agent pro forma for such casualty, condemnation, sale, disposition or transfer.

The Exit Facility Documentation shall not include reinvestment rights or any other materiality thresholds with respect to prepayment events, other than for sales of Inventory in the ordinary course of business to customers.

Voluntary Prepayments: Substantially the same as the Documentation Precedent.

**VI. Collateral and Other Credit Support**

Collateral: Substantially the same as the Documentation Precedent modified to:

- (a) remove limitations based on the equal and ratable provisions of the senior notes;
- (b) remove the materiality threshold for 66% pledges of first tier non-Domestic Subsidiaries; and
- (c) require control agreements for any deposit or securities account prior to such account ceasing to be an uncontrolled account.

Guaranties: Substantially the same as the Documentation Precedent but Borrower to guarantee cash management and rate management transactions and materiality thresholds for non-guarantors to be modified to \$5 million individually and \$20 million in the aggregate.

## **VII. Certain Conditions**

Conditions to Closing and Effectiveness of the Exit Facility:

As set forth on the Schedule 2.26 to the DIP ABL Agreement.

On-Going Conditions:

Substantially the same as the Documentation Precedent modified to (i) include customary anti-cash hoarding language providing that, immediately after giving effect to a requested borrowing of loans, the Domestic Consolidated Cash Balance shall not exceed \$5 million and the Global Consolidated Cash Balance shall not exceed \$111,683,592 and (ii) borrowing during a Cash Dominion Implementation Period shall not exceed \$5 million in the aggregate outstanding at any time.

“Cash Dominion Implementation Period” shall mean the period from the Exit Facility closing date to the date on which the Exit ABL Agent is satisfied, in its Permitted Discretion, that the deposit accounts of the Loan Parties are subject to agreements necessary to allow for cash dominion to be effectively implemented.

## **VIII. Certain Documentation Matters**

Representations and Warranties:

Substantially the same as the Documentation Precedent, modified as follows:

(a) Environmental representation to also include representation that there are no environmental liabilities (to be defined in a manner to be agreed) that could reasonably be expected to have a Material Adverse Effect;

(b) Accuracy of information representation to also include a representation that the Loan Parties have disclosed all material agreements, instruments and corporate or other restrictions to which the Parent, the Borrower or any of its Subsidiaries is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect;

(c) Solvency representation shall be modified to (i) remove limitation to the closing date and (ii) to include the following representation:

Neither the Parent, the Borrower nor any of its Subsidiaries presently intends to or presently anticipates it will (i) have an order for relief entered with respect to it under the Federal bankruptcy laws as now or hereafter in effect, (ii) make an assignment for the benefit of creditors, (iii) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for

it or any portion of its Property, (iv) institute any proceeding seeking an order for relief under the Federal bankruptcy laws as now or hereafter in effect or seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it or (v) take any corporate or partnership action to authorize or effect any of the foregoing actions;

- (d) The Insurance representation shall be modified to include a list of material insurance coverage maintained as of the closing date;
- (e) The Compliance with Laws representation shall be modified to include a representation that no Loan Party is engaged and will not engage, principally or as one of its important activities, in the business of purchasing or carrying margin stock, or extending credit for the purpose of purchasing or carrying margin stock, and no part of the proceeds of any borrowing or letter of credit hereunder will be used to buy or carry any margin stock; and
- (f) The following representations and warranties shall without limitation be included: (i) beneficial ownership as consistent with the DIP ABL Credit Agreement, (ii) intellectual property, (iii) negative pledge arrangements, (iv) affiliate transactions, (v) no default or event of default and (vi) EEA and UK financial institutions as consistent with the DIP ABL Credit Agreement.

**Affirmative Covenants:**

Substantially the same as the Documentation Precedent except as set forth on Annex II.

**Financial Covenants:**

Financial covenant limited to minimum fixed coverage ratio of 1.0x, to be triggered in the event that, and to remain effective at all times after Availability is less than the greater of (a) \$20 million and (b) 15% of the lesser of (i) the Exit Borrowing Base and (ii) the total Exit Revolving Commitments (the "Line Cap"), until Availability is greater, for a period of 30 consecutive days, than the greater of (a) \$20 million and (b) 15% of the Line Cap. Financial covenant to be tested in connection with each delivery of financial statements (including monthly, quarterly and annual).

The definitions of EBITDA and Fixed Charges, Fixed Charge Coverage Ratio shall be the same as in the Documentation Precedent with the following modifications to the definition of EBITDA:

- (a) the limitation on the addback for costs, expenses and charges relating to severance, cost savings, operating expense reductions, facilities closing, consolidations, and integration costs, and other



restructuring charges or reserves shall be reduced from \$40 million to \$20 million;

(b) shall provide for pro forma calculations resulting from a material disposition; and

(c) shall exclude any gain relating to cancellation of debt income.

The definition of Net Income shall exclude any gain relating from cancellation of debt income.

The definition of Liquidity shall be the same as in the DIP ABL Credit Agreement.

Negative Covenants: Substantially the same as the Documentation Precedent except

(a) Payment and Modification of Certain Debt Instruments to apply to all indebtedness in excess of \$15 million; and

(b) as set forth on Annex II.

Cash Dominion: Substantially the same as the Documentation Precedent, but (a) required to prepay loans and cash collateralize Letter of Credit during Cash Dominion Trigger Period and (b) "Cash Dominion Trigger Period" shall be a period commencing when either (i) an event of default has occurred and is continuing (ii) Availability is less than the greater of (A) \$20 million and (B) 15% of the Line Cap or (iii) upon the borrowing of loans and continuing until (1) Availability is greater, for a period of 30 consecutive days, than the greater of (x) \$20 million and (y) 15% of the Line Cap, (2) no event of default is continuing and (3) no loans remain outstanding.

Events of Default: Substantially the same as the Documentation Precedent, modified as follows:

(a) the Change in Control provisions shall be modified to a customary private company change of control definition with a definition of permitted holders to be agreed;

(b) immediate events of default to be modified to include covenants related to (i) sanctions, anti-terrorism and anti-corruption laws, (ii) transactions with affiliates, (iii) negative pledge agreements, (iv) sale-leasebacks, (v) amendments of organizational documents and (vi) passive holdco covenant; and

(c) threshold for non-validity of collateral documents to be reduced from \$5 million to \$2.5 million.

Acceleration and Remedies: Substantially the same as the Documentation Precedent, modified so that notices for banking services for, or rate management transactions with any, Loan Party or any Subsidiary of a Loan Party that were previously provided under the DIP ABL Credit Agreement or

Prepetition Credit Agreement shall be deemed to have been provided under the Exit Facility Agreement.

Voting: Substantially the same as the Documentation Precedent, modified to (a) include the release of any collateral, other than releases pursuant to permitted dispositions, requires the consent of all Lenders and (b) include real property flood diligence and insurance language consistent with the DIP ABL Credit Agreement.

Defaulting Lenders: Substantially the same as the Documentation Precedent and revised as customary for exit facilities and transactions of this type.

Assignments and Participations: Substantially the same as the Documentation Precedent and revised as customary for exit facilities and transactions of this type; provided that any period after which the Borrower is deemed to consent to any assignment or participation shall be tolled upon an Authorized Officer's receipt of notice of such assignment or participation.

Yield Protection: Substantially the same as the Documentation Precedent and revised as customary for exit facilities and transactions of this type.

Books and Records Substantially the same as the Documentation Precedent with updates to authorize the Exit ABL Agent to contact the Loan Party's independent accountants directly and to provide contact information for each bank where each Loan Party has a depository and/or securities account and each such Loan Party authorize the Exit ABL Agent to contact the bank(s) in order to request bank statements and/or balances

Field Examinations and Appraisals: Two field examination and one appraisal per twelve-month period may be conducted; provided that a third field examination and second appraisal in any twelve-month period may be performed upon (a) Availability being less than the greater of (i) \$35 million and (ii) 30% of the Line Cap or (b) the sum of (i) excess Availability and (ii) unrestricted cash of the Loan Parties being less than \$50 million (it being understood that unrestricted cash shall exclude (A) any cash of Loan Parties not held in a controlled account, (B) any cash which is pledged to secure any Loan Party's obligations under any letter of credit or other obligations permitted to be secured by cash pursuant to the Exit Facility Agreement and (C) Eligible Cash); provided further, that there will be no limit on field exams or appraisals in any twelve-month period if an event of default shall have occurred and be continuing.

Expenses and Indemnification: Substantially the same as the Documentation Precedent with updates to reflect the internal policies and requirements of the Exit ABL Agent to be agreed.

Governing Law: New York

Counsel to the Exit ABL Agent and the Exit Lead Arranger: Simpson Thacher & Bartlett LLP

Annex IInterest and Certain Fees

## Interest Rate Options:

The interest rate applicable to the Exit Revolving Loans will be (a) for Eurodollar Loans, 1-month, 2-month, 3-month or 6-month (and, with the consent of all Exit ABL Lenders, 12 months) LIBOR, LIBOR floor of 1.00% and (b) for ABR Loans, the Alternate Base Rate, Alternate Base Rate Floor of 2.00%, plus, in each case, the applicable amount in the grid below. Interest on ABR Loans shall be payable quarterly in arrears and interest on Eurodollar Loans shall be payable in arrears at the end of the Interest Period applicable to such Eurodollar Loans provided that, if the Borrower elects a 6-month or, if available, 12-month interest period for Eurodollar Loans, interest shall be payable every 3 months.

Level	Fixed Charge Coverage Ratio	Applicable Margin for Eurodollar Loan	Applicable Margin for Alternate Base Rate Loan	Letter of Credit Fee Rate
1	$\geq 2.0x$	3.00%	2.00%	3.00%
2	$\geq 1.5x$ and $< 2.0x$	3.25%	2.25%	3.25%
3	$< 1.5x$	3.50%	2.50%	3.50%

The applicable margins and fees shall be determined in accordance with the foregoing table based on the most recent annual or quarterly financial statements (collectively “Financials”) delivered pursuant to the Exit Facility Agreement. Adjustments, if any, to the applicable margins and letter of credit fees shall be effective on the date that the Exit ABL Agent has received the applicable Financials. If the Borrower fails to deliver the Financials to the Exit ABL Agent at the time required pursuant to the Exit Facility Agreement, then the applicable margins and fees shall be the highest applicable margins and fees set forth in the foregoing table until the date that such Financials are so delivered. If Financials are restated and such restatement would result in a higher applicable margin being applicable, the Borrower shall pay any additional amounts that would have been due promptly following demand by the Exit ABL Agent therefor.

## LIBOR Discontinuation:

The Exit Loan Documents shall contain customary “hardwired” LIBOR discontinuation provisions substantially the same as the DIP ABL Credit Agreement.

## Commitment Fee:

0.50% of the aggregate Unused Commitment of each Exit ABL Lender.

## Letter of Credit Fronting Fee:

To be agreed between the Borrower and the applicable letter of credit issuer, but not to be less than 25 bps per annum.

## Agent and Arranger Fees:

Such additional fees payable to the Exit ABL Agent and the Exit Lead Arranger as are specified in the Engagement Letter and Exit Fee Letter.

## Default Rate:

Substantially the same as the Documentation Precedent.

Rate and Fee Basis: Substantially the same as the Documentation Precedent.

*Agreed Form*Annex II

Provision	Modification
1. "Required Cash Collateral Account"	Delete; cash to be returned to Borrower or become Eligible Cash at Borrower's election
2. §6.1; Reporting; "Weekly Reporting Period"; "Monthly Reporting Period"	<p>Required delivery of monthly financial statements (including balance sheet, profit and loss statement and cash flow statement) and compliance certificates in addition to quarterly and annual</p> <p>Always in Monthly Reporting; Weekly Reporting Period triggered:</p> <ul style="list-style-type: none"> <li>• During an Event of Default;</li> <li>• If Availability is less than the greater of \$25 million and 17.5% of Line Cap<sup>1</sup>; or</li> <li>• If the sum of (a) excess Availability and (b) unrestricted cash of the Loan Parties is less than \$50 million (it being understood that unrestricted cash shall exclude (i) any cash of Loan Parties not held in a controlled account, (ii) any cash which is pledged to secure any Loan Party's obligations under any letter of credit or other obligations permitted to be secured by cash pursuant to the Exit Facility Agreement and (iii) Eligible Cash)</li> </ul> <p>Other reporting is consistent with Existing Credit Agreement but must also report the following:</p> <ul style="list-style-type: none"> <li>• within five (5) Business Days after receipt thereof, any and all default notices received under or with respect to any leased location or public warehouse where Collateral is located</li> <li>• any material change in accounting or financial reporting practices by the Borrower or any Subsidiary;</li> <li>• the occurrence of any ERISA Event that, alone or together with any other ERISA Events that have occurred, could reasonably be expected to result in liability of the Loan Parties and their Subsidiaries in an aggregate amount exceeding \$5 million; and</li> <li>• any change in the information provided in the Beneficial Ownership Certification delivered to such Lender that would result in a change to the list of beneficial owners identified in such certification.</li> <li>• if a Loan Party acquires or obtains any Inventory that contains or bears intellectual property rights licensed to any Loan Party that may not be sold or otherwise disposed of without (i) infringing the rights of such licensor, (ii) violating any contract with such licensor, or (iii) incurring any liability with respect to payment of royalties other than royalties incurred pursuant to the sale of such Inventory under the current licensing</li> </ul>

<sup>1</sup> "Line Cap" means, at any time of determination, the lesser of the Aggregate Commitment and the Borrowing Base at such time.

	<p>agreement, then the Borrower shall provide an annex with each Borrowing Base Certificate delivered to the Administrative Agent immediately following the date that such Inventory is acquired or obtained, notifying the Administrative Agent of such acquisition, which annex shall specify all reasonable details (including the location, title, patent number(s) and issue date) as to the Inventory so acquired or obtained and the intellectual property rights licensed to the Loan Party in connection therewith</p>
3. §6.6; Insurance	<p>Add the following language at the end thereof:</p> <p>“Borrower shall maintain flood insurance on all real property constituting Collateral, from such providers, in amounts and on terms in accordance with the Flood Laws or as otherwise satisfactory to all Lenders.”</p> <p>“<u>Flood Laws</u>” means the National Flood Insurance Act of 1968, Flood Disaster Protection Act of 1973, and related laws, rules and regulations, including any amendments or successor provisions.</p>
4. §6.10; Restricted Payments; “Restricted Payment Conditions”; “Permitted Bond Hedge Transaction” and related provisions	<p>Permit upstream distributions, subject to Payment Conditions</p> <p>Replace Restricted Payment Conditions as follows:</p> <ul style="list-style-type: none"> <li>• “<u>Payment Conditions</u>” means, after giving pro forma effect to the proposed payment, transaction, or investment as if it occurred on the first day of the Pro Forma Period: <ul style="list-style-type: none"> <li>○ no Event of Default shall have occurred and be continuing under the Loan Documents; and</li> <li>○ either: <ul style="list-style-type: none"> <li>▪ pro forma Availability at all times during the Pro Forma Period equals or exceeds the greater of (1) \$35 million and (2) 30% of the lesser of the Line Cap and (B) the pro forma FCCR is greater than 1.0x; or</li> <li>▪ pro forma Liquidity exceeds \$100 million and pro forma Availability exceeds \$25 million.</li> </ul> </li> </ul> </li> <li>• The Borrower shall deliver a certificate to the Administrative Agent certifying that the Payment Conditions have been met</li> </ul> <p>Reinstate the ability to make non-cash Restricted Payments under stock incentive plans or incentive award plans for directors, management or employees</p> <p>Remove ability to make cash payments in the principal amount of Convertible Indebtedness</p>
5. §6.11; Funded Indebtedness	<p>Definition of Funded Indebtedness to be consistent with Existing Credit Agreement, modified to include (a) obligations in respect of surety bonds and (b) any other obligation that would be shown as a liability (including current any long-term liabilities) on the balance sheet under GAAP</p>

	<p>Add exception for obligations in respect of surety bonds and similar obligations, along with a corresponding Liens exception to be limited to \$10 million</p> <p>Replace clause 6.11(v) with other secured debt up to \$50 million so long as debt is not secured by Collateral</p> <p>Replace clause 6.11(vi) with other unsecured debt up to (i) \$50 million and (ii) \$100 million so long as pro forma FCCR &gt; 2.0x</p> <p>Remove Section 6.11(a)(iv) of Existing Credit Agreement</p> <p>Definition of Permitted Refinancing Debt to be consistent with Existing Credit Agreement but remove “market terms” language in clause (c)(i) and revise clause (e) to add that Liens securing Refinanced Debt are to be of the same priority as the debt being refinanced.</p>
6. §6.12; Merger	<p>Reinstate exception for intercompany mergers but any merger involving the Parent, the Borrower or a Loan Party shall result in the Parent, Borrower or Loan Party, respectively, being the surviving person and for any merger involving a Person who is not a Wholly-Owned Subsidiary, must be a permitted Investment</p>
7. §6.13; Sale of Assets	<p>Reinstate exception for leases of property in the ordinary course of business not constituting sale-leaseback transactions</p> <p>Reinstate basket for asset sales not constituting a “substantial portion” of property within a 12-month period</p> <p>Add carve out for each of NAM Business and PumpCo, each transaction subject to pro forma Liquidity greater than \$100 million and pro forma Availability greater than \$25 million. Must deliver pro forma Borrowing Base Certificate immediately prior to sale</p> <p>Remove sale of non-Cash Equivalent Investments from 6.13(a)(i)</p>
8. §6.14; Liens	<p>Reinstate general basket of \$25 million, so long as such Liens are either (i) not on Collateral or (ii) on Collateral that is not included in the calculation of the Borrowing Base on a junior basis to the Liens in favor of the Administrative Agent that secure debt permitted by Section 6.11</p> <p>Permit Liens for Capital Lease Obligations, subject to \$25 million cap on obligations secured</p>



	Remove clause basket for inchoate and contractual Liens arising in the ordinary course of the oil and gas business under joint operating agreements, leases, farm outs, division orders and similar agreements
9. §6.16; Transactions with Affiliates	Reinstate; but remove “Affiliate” exception for portfolio companies of Permitted Holders. Transactions with portfolio companies of Permitted Holders must on an arms’ length basis
10. §6.18; Investments; “Acquisition Conditions”; “Permitted Investments”	<p>Add baskets for:</p> <ul style="list-style-type: none"> <li>• Investments in non-Loan Party subsidiaries up to the greater of \$20 million and 20% of the Borrowing Base</li> <li>• Promissory notes or other non-cash consideration received from an asset sale</li> <li>• Existing Investments of an acquired entity</li> <li>• Cash earnest money deposits in connection with Acquisitions</li> <li>• Unlimited Investments subject to no Event of Default and pro forma compliance with Payment Conditions</li> <li>• General basket of \$10 million</li> </ul> <p>Definition of “Permitted Acquisitions” consistent with Existing Credit Agreement but to be subject to Payment Conditions and also include requirements that:</p> <ul style="list-style-type: none"> <li>• such Acquisition is not a hostile acquisition;</li> <li>• the business acquired in connection with such Acquisition is (i) located in the U.S., (ii) organized under applicable U.S. and state laws, and (iii) not primarily engaged in any line of business other than the businesses in which the Loan Parties are engaged on the Effective Date and any business activities that are substantially similar, related, or incidental thereto;</li> <li>• both before and after giving effect to such Acquisition and the Loans (if any) requested to be made in connection therewith, each of the representations and warranties in the Loan Documents is true and correct in all material respects (except (i) any such representation or warranty which relates to a specified prior date and (ii) any such representation or warranty that is qualified by materiality or material adverse effect, which shall be true and correct in all respects) and no default exists, will exist, or would result therefrom;</li> <li>• as soon as available, but not less than thirty (30) days prior to any Acquisition in excess of a value to be agreed, the Borrower has provided the Administrative Agent (i) notice of such Acquisition and (ii) a copy of all business and financial information reasonably requested by the Administrative Agent which may include, without limitation pro forma financial statements, statements of cash flow, and Availability projections;</li> <li>• if such Acquisition is an acquisition of the Equity Interests of a Person, such Acquisition is structured so that the acquired Person shall become a Wholly-Owned Subsidiary of the Borrower and, if it would otherwise be required, a Loan Party pursuant to the terms of this Agreement;</li> </ul>

	<ul style="list-style-type: none"> <li>• if such Acquisition is an acquisition of assets, such Acquisition is structured so that the Borrower or another Loan Party (other than the Parent) shall acquire such assets;</li> <li>• if such Acquisition involves a merger or a consolidation involving the Borrower or any other Loan Party, the Borrower or such Loan Party, as applicable, shall be the surviving entity;</li> <li>• no Loan Party shall, as a result of or in connection with any such Acquisition, assume or incur any direct or contingent liabilities (whether relating to environmental, tax, litigation, or other matters) that could reasonably be expected to have a Material Adverse Effect;</li> <li>• all actions required to be taken with respect to any newly acquired or formed Wholly-Owned Subsidiary of the Borrower or a Loan Party, as applicable, required under the Exit Facility Agreement shall have been taken, or will be taken within any applicable time period after such acquisition or formation; and</li> <li>• the Borrower shall have delivered to the Administrative Agent the final executed material documentation relating to such Acquisition within 5 Business Days following the consummation thereof</li> </ul>
11. §6.19; Optional Prepayment of junior debt	Permitted subject to Payment Conditions
12. Sale-leaseback Transactions	Add covenant prohibiting sale-leaseback transactions
13. Amendment of Organizational Documents	Add covenant preventing amendment of organizational documents in a manner materially adverse to the Lenders
14. §6.23; Parent Covenant	Parent will not engage in any business or activity other than the ownership of all the outstanding Equity Interests of the Borrower and activities incidental thereto. Parent will not own or acquire any assets (other than Equity Interests of the Borrower and the cash proceeds of any Restricted Payments permitted by Section 6.10) or incur any liabilities (other than liabilities under the Loan Documents, liabilities reasonably incurred in connection with its maintenance of its existence) and liabilities expressly permitted by the Loan Documents
15. Other	<p>Domestic Anti-cash Hoarding Threshold: \$5 million</p> <p>Global Anti-cash Hoarding Threshold: \$111,683,592</p> <p>Definitions to include:</p> <p>“<u>Domestic Consolidated Cash Balance</u>” means, at any time, (a) the aggregate amount of cash and Cash Equivalents, of the Parent and its Domestic Subsidiaries less (b) Domestic Excluded Cash</p>

	<p>“<u>Global Consolidated Cash Balance</u>” means, at any time, (a) the aggregate amount of cash and Cash Equivalents, of the Parent’s and its Subsidiaries less (b) Global Excluded Cash</p> <p>“<u>Domestic Excluded Cash</u>” means (a) any cash or cash equivalents to be used to pay obligations of the Parent and its Domestic Subsidiaries then due and owing (or required to be paid within five Business Days) to third parties which obligations are permitted under this Agreement, (b) other amounts for which the Parent and its Domestic Subsidiaries have issued checks or have initiated wires or ACH transfers in order to pay the obligations referred to in clause (a) of this definition of Domestic Excluded Cash, (c) cash or cash equivalent pledged to secure any obligations of the Parent’s and its Domestic Subsidiaries’ obligations under any letter of credit or other obligation (including Letters of Credit) and (d) Eligible Cash</p> <p>“<u>Global Excluded Cash</u>” means (a) any cash or cash equivalents to be used to pay obligations of the Parent and its Wholly-Owned Subsidiaries then due and owing (or required to be paid within five Business Days) to third parties which obligations are permitted under this Agreement, (b) other amounts for which the Parent and its Wholly-Owned Subsidiaries have issued checks or have initiated wires or ACH transfers in order to pay the obligations referred to in clause (a) of this definition of Global Excluded Cash, (c) cash or cash equivalent pledged to secure any obligations of the Parent’s and its Wholly-Owned Subsidiaries’ obligations under any letter of credit or other obligation (including Letters of Credit), (d) any cash or cash equivalents for which, in the good faith determination of the Borrower, repatriation of such cash and cash equivalents would either (i) be prohibited by applicable local law or (ii) reasonably be expected to result in material adverse tax consequences to the Parent or any of its Subsidiaries and (e) Eligible Cash</p>
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EXHIBIT H  
INTERIM ORDER

Exhibit H

**Exhibit 4**

**Budget**

## Superior Energy Services, Inc., et al.

## Debtors' Initial Budget

In \$000s

	Forecast Wk-1 11-Dec	Forecast Wk-2 18-Dec	Forecast Wk-3 25-Dec	Forecast Wk-4 1-Jan	Forecast Wk-5 8-Jan	Forecast Wk-6 15-Jan	Forecast Wk-7 22-Jan	Forecast Wk-8 29-Jan	Forecast Wk-9 5-Feb	Forecast Wk-10 12-Feb	Forecast Wk-11 19-Feb	Forecast Wk-12 26-Feb	Forecast Wk-13 5-Mar	Wk-13 13 Wk
<b>BEGINNING BOOK CASH</b>	<b>173,913</b>	<b>169,256</b>	<b>169,778</b>	<b>161,153</b>	<b>160,251</b>	<b>155,854</b>	<b>155,809</b>	<b>152,408</b>	<b>154,652</b>	<b>150,255</b>	<b>143,878</b>	<b>139,376</b>	<b>140,957</b>	<b>173,913</b>
Customer Receipts	7,328	6,567	6,510	6,442	8,158	8,435	8,554	8,580	8,466	8,519	8,570	8,619	8,731	103,479
Other Receipts	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Operating Receipts</b>	<b>7,328</b>	<b>6,567</b>	<b>6,510</b>	<b>6,442</b>	<b>8,158</b>	<b>8,435</b>	<b>8,554</b>	<b>8,580</b>	<b>8,466</b>	<b>8,519</b>	<b>8,570</b>	<b>8,619</b>	<b>8,731</b>	<b>103,479</b>
Trade	(7,163)	(4,997)	(5,282)	(4,839)	(4,411)	(3,956)	(4,039)	(3,769)	(4,742)	(4,304)	(4,872)	(4,855)	(5,464)	(62,693)
Capex	(1,103)	-	(400)	-	(583)	(324)	(377)	(562)	(393)	(2,507)	(474)	(1,194)	(872)	(8,791)
Payroll & Benefits	(1,252)	(613)	(7,270)	(613)	(7,561)	(613)	(7,540)	(613)	(7,540)	(613)	(7,540)	(613)	(7,540)	(49,918)
Taxes	(840)	(437)	(2,183)	(1,310)	-	(2,636)	-	(465)	(187)	(350)	(187)	(216)	-	(8,810)
<b>Total Operating Disbursements</b>	<b>(10,358)</b>	<b>(6,046)</b>	<b>(15,135)</b>	<b>(6,761)</b>	<b>(12,555)</b>	<b>(7,529)</b>	<b>(11,956)</b>	<b>(5,409)</b>	<b>(12,863)</b>	<b>(7,774)</b>	<b>(13,073)</b>	<b>(6,878)</b>	<b>(13,876)</b>	<b>(130,212)</b>
<b>OPERATING CASH FLOW</b>	<b>(3,030)</b>	<b>521</b>	<b>(8,625)</b>	<b>(319)</b>	<b>(4,397)</b>	<b>907</b>	<b>(3,402)</b>	<b>3,171</b>	<b>(4,397)</b>	<b>745</b>	<b>(4,503)</b>	<b>1,741</b>	<b>(5,145)</b>	<b>(26,733)</b>
Debtor Professionals	-	-	-	-	-	-	-	-	-	(5,142)	-	-	-	(5,142)
Lender & Other Professionals	-	-	-	-	-	(870)	-	-	-	(1,899)	-	-	-	(2,769)
UST Fees	-	-	-	-	-	-	-	(750)	-	-	-	-	-	(750)
Other Plan Payments	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Restructuring Disbursements</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(870)</b>	<b>-</b>	<b>(750)</b>	<b>-</b>	<b>(7,041)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(8,661)</b>
Interest / Fees	(1,545)	-	-	(582)	-	-	-	(177)	-	-	-	(160)	-	(2,464)
Bank Fees	(81)	-	-	-	-	(81)	-	-	-	(81)	-	-	-	(244)
<b>Total Interest &amp; Bank Fees</b>	<b>(1,626)</b>	<b>-</b>	<b>-</b>	<b>(582)</b>	<b>-</b>	<b>(81)</b>	<b>-</b>	<b>(177)</b>	<b>-</b>	<b>(81)</b>	<b>-</b>	<b>(160)</b>	<b>-</b>	<b>(2,708)</b>
<b>Total Non-Operating Disbursements</b>	<b>(1,626)</b>	<b>-</b>	<b>-</b>	<b>(582)</b>	<b>-</b>	<b>(951)</b>	<b>-</b>	<b>(927)</b>	<b>-</b>	<b>(7,122)</b>	<b>-</b>	<b>(160)</b>	<b>-</b>	<b>(11,368)</b>
<b>NET CASH FLOW</b>	<b>(4,657)</b>	<b>521</b>	<b>(8,625)</b>	<b>(901)</b>	<b>(4,397)</b>	<b>(45)</b>	<b>(3,402)</b>	<b>2,244</b>	<b>(4,397)</b>	<b>(6,377)</b>	<b>(4,503)</b>	<b>1,581</b>	<b>(5,145)</b>	<b>(38,102)</b>
(+ / -) Voids / Reversals / Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Ending Book Cash Prior to DIP / Exit Financing</b>	<b>169,256</b>	<b>169,778</b>	<b>161,153</b>	<b>160,251</b>	<b>155,854</b>	<b>155,809</b>	<b>152,408</b>	<b>154,652</b>	<b>150,255</b>	<b>143,878</b>	<b>139,376</b>	<b>140,957</b>	<b>135,811</b>	<b>135,811</b>
Total DIP / Exit Activity	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>ENDING BOOK CASH</b>	<b>169,256</b>	<b>169,778</b>	<b>161,153</b>	<b>160,251</b>	<b>155,854</b>	<b>155,809</b>	<b>152,408</b>	<b>154,652</b>	<b>150,255</b>	<b>143,878</b>	<b>139,376</b>	<b>140,957</b>	<b>135,811</b>	<b>135,811</b>
Less: Restricted Cash	(80,524)	(80,524)	(80,524)	(80,524)	(80,524)	(80,524)	(80,524)	(80,524)	(80,524)	(80,524)	(80,524)	(80,524)	(80,524)	(80,524)
<b>ENDING UNRESTRICTED BOOK CASH</b>	<b>88,732</b>	<b>89,253</b>	<b>80,628</b>	<b>79,727</b>	<b>75,329</b>	<b>75,285</b>	<b>71,883</b>	<b>74,127</b>	<b>69,730</b>	<b>63,354</b>	<b>58,851</b>	<b>60,432</b>	<b>55,287</b>	<b>55,287</b>

**Exhibit 5**

**Prepetition Trade Claims of Prepetition Trade Creditors**



**Exhibit A**

<b>Category</b>	<b>Aggregate Amount</b>
Oilfield Servicing Suppliers	\$10,092,000
Vehicle and Logistics Vendors	4,299,000
Equipment Servicing Suppliers	7,534,000
Other Prepetition Trade Claims	5,609,000
<b>Total</b>	<b>\$27,534,000</b>

**Exhibit 6**

**Utility Company List**

The Utility Companies known and identified by the Debtors to date are listed below. While the Debtors have used their best efforts to list all of their Utility Companies below, it is possible that certain Utility Companies may have been inadvertently omitted from this list. Accordingly, the Debtors reserve the right, under the terms and conditions set forth in the Motion and the Order, and without further order of the Court, to amend this Exhibit A to add any Utility Companies that were omitted therefrom and to apply the relief requested to all such entities. In addition, the Debtors reserve the right to argue that any entity now or hereafter listed on this Exhibit A is not a “utility” within the meaning of section 366(a) of the Bankruptcy Code.

Utility Company	Type of Service Provided	Mailing Address	Approximate Monthly Average (\$)	Adequate Assurance Deposit (\$)
Acadiana Broadband	Telecommunications	101 Ridona St Lafayette, LA 70508	160.00	80.00
Alaska Communications	Telecommunications	600 Telephone Ave Anchorage, AK 99503	331.71	165.86
Alfalafa Electric Coop	Electricity	121 East Main Cherokee, OK 73728	281.08	140.54
American Electric Power Ohio	Electricity	1 Riverside Plaza Columbus, OH 43215	754.43	-
American Wastewater Systems	Sewage	1307 S. Fieldspan Rd Duson, LA 70529	471.25	235.63
Arcadia, LA Water Department	Water	Attn: Water Department 1819 S. Railroad Ave. Arcadia, LA 71001	88.53	44.26
Armstrong Utilities Inc	Telecommunications	One Armstrong Place Butler, PA 16001	81.28	40.64
AT & T	Telecommunications	208 S Akard St. Dallas, TX 75202	228,927.77	114,463.89
Atlantic Broadband	Telecommunications	2 Batterymarch Park, Suite 205 Quincy, MA 02169	252.19	126.10
Atmos Energy	Electricity and Gas	1800 Three Lincoln Centre 5430 LBJ Freeway Dallas, TX 75240	10,562.03	4,977.37
Authority of the Borough of Charleroi	Water	3 McKean Ave Charleroi, PA 15022	167.07	-

Utility Company	Type of Service Provided	Mailing Address	Approximate Monthly Average (\$)	Adequate Assurance Deposit (\$)
Black Hills Energy	Gas	7001 Mount Rushmore Rd. PO Box 6001 Rapid City, SD 57709-6001	2,942.22	1,471.11
Bryan Texas Utilities - BTU	Electricity and Water	205 E. 28th Street Bryan, TX 77803	856.09	428.05
BSO Network Inc.	Telecommunications	101 Hudson Street 21st Floor Jersey City, NJ 07392	8,738.78	4,369.39
BullsEye Telecom Inc	Telecommunications	25925 Telegraph Rd #210 Southfield, MI 48033	952.05	476.03
Cellular Network Partnership	Telecommunications	108 East Robberts Avenue Kingfisher, OK 73750	5,556.65	2,778.33
Centerpoint Energy	Gas	1111 Louisiana Street Houston, TX 77002	2,558.60	-
CenturyLink	Telecommunications	100 CenturyLink Dr Monroe, LA 71203	9,631.28	4,815.64
Charter Communications Holdings LLC	Telecommunications	12405 Powerscourt Drive St. Louis, MO 63131	523.63	261.81
Cimarron Electric Coop	Electricity	19306 U.S. Hwy. 81 N. P.O. Box 299 Kingfisher, OK 73750	19,234.86	9,617.43
Cisco WebEx	Telecommunications	3979 Freedom Circle Santa Clara, CA 95054	4,013.59	2,006.80
City of Broussard	Water	310 East Main Street Broussard, LA 70518	928.72	414.36
City of Chickasha	Electricity	117 N 4th Street Chickasha, OK 73018	1,566.41	783.21
City of Corpus Christi	Gas and Water	1201 Leopard Street Corpus Christi, TX 78401	388.13	194.07
City of Dickinson	Water	99 2nd Street East Dickinson, ND 58601	393.56	196.78
City of Elk City	Water	320 W 3rd Elk City, OK 73644	244.27	122.14
City of Elreno	Water	101 N.Choctaw Ave El Reno, OK 73036	381.25	190.63

Utility Company	Type of Service Provided	Mailing Address	Approximate Monthly Average (\$)	Adequate Assurance Deposit (\$)
City of Enid	Water	Dr. Martin Luther King, Jr. Municipal Complex 401 West Owen K. Garriott Road Enid, OK 73701	1,769.74	-
City of Fort Lupton	Water	130 S McKinley Ave Ft. Lupton, CO	164.83	82.42
City of Gainesville	Water	200 S Rusk Gainesville, TX 76240	4,003.29	2,001.64
City of Grand Junction	Sewage	250 North 5th Street Grand Junction, CO 81501	74.30	37.15
City of Greeley	Water	Attn: Greeley Water and Sewer 1001 11th Avenue, 2nd Floor Greeley, CO 80631	17,138.64	8,569.32
City of Houston	Water	901 Bagby Houston, TX 77002	3,990.84	1,995.42
City of Jacksboro	Water	112 West Belknap Jacksboro, TX 76458	248.19	124.10
City of Kilgore	Water	815 N Kilgore St Kilgore, TX 75662	667.36	333.68
City of Laurel	Water	401 N 5th Ave Laurel, MS 39440	310.26	155.13
City of Lubbock Utilities	Electricity and Water	1401 Avenue K Broadway Lubbock, TX 79401	4,783.34	2,391.67
City of Minot Water Dept	Water	515 2nd Ave SW PO Box 5006 Minot, ND 58702-5006	417.63	208.82
City of Odessa	Water	411 W 8th St Odessa, TX 79760	1,568.20	784.10
City of Oklahoma City	Water	200 N Walker Ave Oklahoma City, OK 73102	843.01	421.50
City of Rifle	Water	Attn: Robert P. Burns 202 Railroad Ave. Rifle, CO 81650	2,383.37	-
City of Shreveport	Electricity	505 Travis Street Shreveport, LA 71101	22.39	11.20
City of Stonewood	Water	8052 Southern Ave. Stonewood, WV 26301	178.14	89.07

Utility Company	Type of Service Provided	Mailing Address	Approximate Monthly Average (\$)	Adequate Assurance Deposit (\$)
City of Victoria	Water	Attn: Michelle Ozuna 700 Main Center, Suite 110 Victoria, TX 77901	355.61	177.81
City of Watonga Water & Light	Electricity and Water	115 N Weigle Av Watonga, OK 73772	64.57	32.28
City of Weatherford	Water	522 W Rainey Weatherford, OK 73096	567.39	283.69
City of Whitesboro Utilities Department	Water	111 West Main Street P.O. Box 340 Whitesboro, TX 76273	369.33	184.67
Ckenergy Electric Cooperative	Electricity	14039 State Highway 152 Binger, OK 73009	14,647.92	7,323.96
Columbia Gas of Ohio	Gas	290 W Nationwide Blvd Columbus, OH 43215-2561	25.58	12.79
Columbia Gas of Pennsylvania	Gas	1600 Colony Rd. York, PA 17408-4357	657.97	328.99
Comcast	Telecommunications	1701 JFK Boulevard Philadelphia, PA 19103	7,308.27	3,654.14
Consolidated Communications	Telecommunications	121 S 17th St Mattoon, IL 61938-3915	835.66	417.83
Consolidated Telcom	Telecommunications	507 S Main Ave Dickinson, ND 58601	971.20	485.60
Consolidated Waterworks	Water	8814 Main Street Houma, LA 70363	298.20	149.10
Cox Communications	Telecommunications	6205-B Peachtree Dunwoody Road NE Atlanta, GA 30328	8,683.01	4,341.51
Direct Energy Business LLC	Electricity	1001 Liberty Avenue, Suite 1200 Pittsburgh, PA 15222	1,213.12	606.56
DIRECTV	Telecommunications	2230 E. Imperial Hwy El Segundo, CA 90245	2,513.34	1,256.67
Dish Network	Telecommunications	9601 S. Meridian Blvd Englewood, CO 80112	239.25	119.62
Dominion Energy	Gas	600 E Canal St Richmond, VA 23219-3852	1,420.54	710.27

Utility Company	Type of Service Provided	Mailing Address	Approximate Monthly Average (\$)	Adequate Assurance Deposit (\$)
Efax Corporate	Telecommunications	700 Flower St 15th Floor Los Angeles, CA 90017	199.72	99.86
Elite Communication Services, Inc.	Telecommunications	102 Deer Tree Drive Lafayette, LA 70507	4,207.09	2,103.55
Enercom Networks LLC	Telecommunications	c/o Edward D Gompers & Company 2001 Main Street, Suite 401 Wheeling, WV 26003	7,457.08	3,728.54
Engie	Electricity	1360 Post Oak Boulevard, Suite 400 Houston, TX 77056	16,887.24	-
Enstar Natural Gas	Gas	3000 Spenard Rd Anchorage, AK 99503-3606	555.92	277.96
Entergy	Electricity	639 Loyola Avenue New Orleans, LA 70113	32,192.30	9,726.15
Entergy Louisiana	Electricity	639 Loyola Ave New Orleans, LA 70113	814.02	407.01
Equinix Middle East FZ LLC	Telecommunications	F 88 – 92 Dubai Production City Dubai 500389	3,645.43	1,822.72
Farnham & Pfile Company Inc	Water	1200 Maronda Way, Suite 403B Monessen, PA 15062	13.13	6.56
Frontier Communications	Telecommunications	401 Merritt Road Norwalk, CT 06851	1,454.72	727.36
Gexa Energy LP	Electricity	20455 State Highway 249, Suite 200 Houston, TX 77070	10,325.69	5,162.84
Goldsby Water Authority	Water	100 E Center Rd. Goldsby, OK 73093-9112	33.01	16.50
Grady Co Rural Water 6	Water	1080 County Road 1280 Amber, OK 73004	386.83	193.42
Grand Valley Power	Electricity	845 22 Road Grand Junction, CO 81505	1,245.83	622.91
Hudson Energy	Electricity	4 Executive Blvd Suite 301 Suffern, NY 10901	3,925.60	1,962.80



Utility Company	Type of Service Provided	Mailing Address	Approximate Monthly Average (\$)	Adequate Assurance Deposit (\$)
Inmarsat	Telecommunications	2598 E. Sunrise Blvd Suite 210 A. Ft. Lauderdale, FL 33304	313.00	156.50
Jefferson Parish Department of Water	Water	1221 Elmwood Park Blvd, Suite 103 Jefferson, LA 70123- 2360	954.55	-
Just Energy Texas I Corp	Electricity	5251 Westheimer Rd, Suite 1000 Houston, TX 77056	102.60	51.30
Karnes Electric Cooperative	Electricity	1007 N Highway 123 Karnes City, TX 78118	2,098.20	1,049.10
Kiamichi Electric Cooperative	Electricity	944 SW, OK-2 Wilburton, OK 74578	238.42	119.21
Lafayette Parish Water Dist North	Water	307 Rue Scholastique Lafayette, LA 70507	273.89	136.94
Lafayette Utilities Systems	Electricity	2701 Moss Street PO Box 4024 Lafayette, LA 70502- 4024	15,761.88	-
Level 3 Communications LLC	Telecommunications	1025 Eldorado Blvd Broomfield, CO 80021	24,912.24	12,456.12
Lindsay Public Works	Electricity and Water	312 S. Main Street Lindsay, OK 73052	3,270.97	870.49
Logix Fiber Networks	Telecommunications	2950 N. Loop W., 10th Floor Houston, TX 77092	15,865.33	7,932.67
LUS	Electricity, Telecommunications, and Water	1875-B W Pinhook Road Lafayette, LA 70508	8,127.77	4,063.89
Magic Valley	Electricity	1 3/4 Mile West Highway 83 Mercedes, TX 78570	1,657.25	828.63
Major County Rural Water #1	Water	1310 North Main Street Fairview, OK 73737	45.40	-
McCrometer Inc	Telecommunications	3255 W Stetson Ave Hemet, CA 92545	26.00	13.00
MCI Communications Services Inc	Telecommunications	1480 North Beauregard Street Alexandria, VA 22311	82.87	41.44

Utility Company	Type of Service Provided	Mailing Address	Approximate Monthly Average (\$)	Adequate Assurance Deposit (\$)
Mckenzie Cnty Rural Water System #2	Water	1300 12th St SE, Suite 128 Watford City, ND 58854	252.18	126.09
Mckenzie Electric Cooperative Inc	Electricity	3817 23rd Ave. NE PO Box 649 Watford City, ND 58854-0649	3,222.40	1,611.20
Medina Electric Cooperative	Electricity	2308 18th Street Hondo, TX 78861	4,312.17	-
MidAmerican Energy Services	Electricity	320 LeClaire Davenport, IA 52808-4290	7,373.85	3,686.93
Midcontinent Communications	Telecommunications	3901 N Louise Ave Sioux Falls, SD 57107-0112	178.76	89.38
Minot Water Department	Water	Attn: Dan Jonasson 1025 31st St SE Minot, ND 58701	190.88	95.44
Mississippi Power Company	Electricity	c/o Southern Company 30 Ivan Allen Jr. Blvd. NW Atlanta, GA 30308	427.69	213.84
Mon Power	Electricity	76 S Main St Akron, OH 44308-1812	107.04	53.52
Mon Valley Sewage Authority	Sewage	20 S Washington Street Donora, PA 15033	188.20	94.10
Montana Dakota Utilities Company	Gas	1200 West Century Avenue Bismarck, ND 58503	4,219.83	2,109.92
Montrail Williams Electric	Electricity	218 58th St W Williston, ND 58802	4,727.62	2,363.81
Moon Lake Electric Association	Electricity	800 West Hwy 40 Roosevelt, UT 84066	593.25	296.62
Mountain West Telephone	Telecommunications	123 West 1st Street, Suite C95 Casper, WY 82601	44.35	22.18
Municipal Authority Westmoreland County	Water	124 Park and Pool Rd New Stanton, PA 15672	372.89	186.45
Municipal Light & Power	Electricity	1200 East 1st Avenue Anchorage, AK 99501	295.55	147.78
Nelms Communications Inc	Telecommunications	5445 Troup Highway Tyler, TX 75707	30.67	15.34

Utility Company	Type of Service Provided	Mailing Address	Approximate Monthly Average (\$)	Adequate Assurance Deposit (\$)
Nemont	Telecommunications	61 Hwy 13 S Scobey, MT 59263-0600	1,915.54	957.77
Nortex	Telecommunications	406 East California Street Gainesville, TX 76240	1,297.44	648.72
North Blaine Water Corp	Water	805 W Oklahoma Okeene, OK 73763	48.71	24.36
North Strabane Township	Sewage	1929 B Route South Cannonsburg, PA 15317	33.33	16.67
North Weld County Water District	Water	32825 CR 39 Lucerne, CO 80646	254.49	127.24
Northfork Electric Cooperative	Electricity	18920 E 1170 Rd Sayre, OK 73662	2,228.30	1,114.15
Northwest Communications Cooperative	Telecommunications	111 W Railroad Ave Ray, ND 58849	218.87	109.43
Northwest Rural Water District	Water	5091 142nd Ave. NW Williston, ND 58801	263.04	131.52
Northwestern Electric Cooperative	Electricity	2925 Williams Ave Woodward, OK 73801	84.21	42.11
NRG Business Solutions	Electricity	211 Carnegie Center Princeton, NJ 08540	6,597.14	3,298.57
NTT Cloud Communication	Telecommunications	NTT Hibiya Building 1-1-6 Uchisaiwaicho, Chiyoda-Ku 100-8019 Japan	4,524.18	2,262.09
Nueces Electric Cooperative	Electricity	14353 Cooperative Avenue Robstown, TX 78380	285.21	142.61
OG & E	Electricity and Gas	321 N. Harvey Ave. PO Box 24990 Oklahoma City, OK 73124-0990	21,915.40	10,957.70
Oklahoma Electric Cooperative	Electricity	242 24th Ave NW 2520 Hemphill Dr. Norman, OK 73069	2,206.33	-
Oklahoma Natural Gas Company	Gas	100 West Fifth Street Tulsa, OK 74103	3,132.67	921.33
Pacific Gas & Electric Company	Electricity	77 Beale Street San Francisco, CA 94105	32.56	16.28

Utility Company	Type of Service Provided	Mailing Address	Approximate Monthly Average (\$)	Adequate Assurance Deposit (\$)
Penelec Inc	Electricity	76 S Main St Akron, OH 44308-1812	1,130.30	565.15
Pennsylvania American Water	Water	852 Wesley Drive Mechanicsburg, PA 17055	52.92	26.46
Pentex	Electricity	11799 West U.S. Highway 82 Muenster, TX 76252	14,334.00	7,167.00
Peoples Electric Cooperative	Electricity	1600 North Country Club Road Ada, OK 74820	467.79	233.89
Peoples Natural Gas Co LLC	Gas	205 North Main Street Butler, PA 16001	1,433.10	716.55
Pioneer Telephone Cooperative Inc	Telecommunications	108 East Robberts Avenue Kingfisher, OK 73750	1,825.59	912.80
Pittsburg Co Rwd #5	Water	430 South Chambers Road McAlester, OK 74501	2,112.33	1,056.16
PPL Electric Utilities	Electricity	827 Hausman Road Allentown, PA 18104-9392	386.54	193.27
PS Lightwave	Telecommunications	5959 Corporate Drive, Suite 3300 Houston, TX 77036	991.68	495.84
Public Service Co of Ok	Electricity	212 E 6th St Tulsa, OK 74119-1212	11,523.39	5,761.70
Red Star Rural Water	Water	Attn: Red Star Rural Water District Oklahoma 47 Leedey, OK 73654	291.65	145.83
Reliant Energy	Electricity	6100 West Fuqua Street Houston, TX 77085	22,659.10	11,329.55
Reservation Telephone Cooperative	Telecommunications	24 N Main St Parshall, ND 58770	867.07	433.54
Ricardo Wsc	Water	2302 East Sage Rd Kingsville, TX 78363	44.05	22.02
Richey Road Mud	Water	1621 Milam Stroom, Floor 3 Houston, TX 77002	495.93	247.97
Rignet	Telecommunications	15115 Park Row, Suite 300 Houston, TX 77084	1,455.46	727.73

Utility Company	Type of Service Provided	Mailing Address	Approximate Monthly Average (\$)	Adequate Assurance Deposit (\$)
Rig Power Inc	Telecommunications	415 W. Wall St, Suite 835 Midland, TX 79701	6,307.44	3,153.72
Ringwood Public Works	Water	Attn: Steve Randolph, Water Superintendent Water Utilities 200 N. Main Ringwood, OK 73768-6002	295.35	147.68
Rise Broadband	Telecommunications	2 E 3rd St Sterling, IL 61081	1,568.31	784.15
Rock Springs Mun Utility	Water	212 D Street Rock Springs, WY 82901	91.19	45.60
Rocky Mountain Power	Electricity	1033 NE 6th Avenue Portland, OR 97256	8,765.91	4,382.95
Roughrider Electric Cooperativ	Electricity	800 Highway Dr. Hazen, ND 58545	1,151.50	575.75
Rural Electric Cooperative	Electricity	13942 Highway 76 Lindsay, OK 73052	8,879.48	4,439.74
Seiling Public Works Authority	Water	315 N. Main Street Seiling, OK 73663	2,161.95	1,080.98
SLEMCO	Electricity	2727 SE Evangeline Thruway PO Box 90866 Lafayette, LA 70509	69,262.74	31,431.37
Slope Elec Cooperative	Electricity	116 East 12th Street New England, ND 58647	1,102.50	551.25
South LA Electric Company Op Association	Electricity	2028 Coteau Rd. PO Box 4037 Houma, LA 70361	2,534.90	1,267.45
Southern Oklahoma Water Corp	Water	1967 Sam Noble Parkway Ardmore, OK 73401	39.17	19.59
Southern Telecommunications	Telecommunications	361 Edgewood Terrace Drive Jackson, MS 39206	580.05	290.03
Southwestern Electric Power Company	Electricity	1 Riverside Plaza 14th Floor Columbus, OH 43215	1,200.93	100.47
Sparklight	Telecommunications	6500 Summerhill Rd Ste 2E Texarkana, TX 75503	148.39	74.20

Utility Company	Type of Service Provided	Mailing Address	Approximate Monthly Average (\$)	Adequate Assurance Deposit (\$)
Spectrum	Telecommunications	13191 Crossroads Parkway North City of Industry, CA 91746	1,111.67	555.84
Sprint	Telecommunications	6200 Sprint Parkway Overland Park, KS 66251	56.28	28.14
SRT Communications	Telecommunications	3615 N Broadway Minot, ND 58703	76.99	38.50
St. Martin Parish Waterworks	Water	1688 Smede Hwy St. Martinville, LA 70582	668.08	334.04
Stephens Co Rwd 5	Water	3314 South Railroad Marlow, OK 73055	65.26	32.63
Strata Networks	Telecommunications	211 East 200 North Roosevelt, UT 84066	22.97	11.49
Suddenlink	Telecommunications	3015 South SouthEast Loop 323 Tyler, TX 75701	475.98	237.99
Summer Energy	Electricity	5847 San Felipe St., Ste 3700 Houston, TX 77057	6.31	-
Superior Mutual Water Co	Water	19474 Enos Lane Bakersfield, CA 93314	75.00	37.50
T Mobile	Telecommunications	1703 135th Place NE Bellevue, WA 98005	416.97	208.49
Telstar Communications	Telecommunications	c/o Donald Hohnstein 2163 31st Street Greeley, CO 80631	167.53	83.77
Terrebonne Parish Consolidated Government	Gas	8026 Main St. PO Box 6097 Houma, LA 70361	154.66	77.33
Texas Gas Service	Gas	1301 S. Mopac Expressway, Suite 400 Austin, TX 78746	591.74	295.87
Thomas Public Works	Water	122 West Broadway Avenue Thomas, OK 73669	677.12	338.56
Touchtone Communications Inc	Telecommunications	16 S Jefferson Rd Whippany, NJ 07981	29.41	14.70
Town of Arnaudville	Water	107 Rue De Jausiers Arnaudville, LA 70512	220.53	110.27
Town of Evansville	Water	235 Curtis Street Evansville, WY 82636	212.67	106.33

Utility Company	Type of Service Provided	Mailing Address	Approximate Monthly Average (\$)	Adequate Assurance Deposit (\$)
Town of Mills	Water	704 Fourth St PO Box 789 Mills, WY 82644	655.94	327.97
Town of Rangely	Water	209 East Main Street Rangely, CO 81648	179.50	89.75
TXU Energy	Electricity	6555 Sierra Dr Irving, TX 75039	17,022.63	8,511.31
Union Telephone	Telecommunications	850 N. Hwy. 414 Mountain View, WY 82939	85.96	42.98
United Power Inc.	Electricity	500 Cooperative Way Brighton, CO 80603	5,389.80	2,694.90
United States Cellular	Telecommunications	8410 West Bryn Mawr Avenue 8410 Floors: 1-11 Chicago, IL 60631	225.88	112.94
Upnetwork	Telecommunications	555 Howard St Ste 100 San Francisco, CA 94105	4,190.55	2,095.27
UTE Water Conservancy District	Water	2190 H 1/4 Road Grand Junction, CO 81505	318.86	159.43
Verendrye Electric Cooperative	Electricity	615 Highway 52 West Velva, ND 58790- 7417	2,771.18	1,385.59
Verizon	Telecommunications	1095 Avenue of the Americas New York, NY 10036	28,923.46	14,461.73
Vexus (NTS Communications)	Telecommunications	1220 Broadway, Ste 100 Lubbock, TX 79401- 3202	482.72	241.36
ViaSat Inc	Telecommunications	6155 El Camino Real Carlsbad, CA 92009	169.84	84.92
Visionary Communications Inc	Telecommunications	1001 S Douglas Hwy, Ste 201 PO Box 2799 Gillette, WY 82717	591.83	295.92
Waterlogic Americas	Water	77 McCullough Drive, Suite 9 New Castle, DE 19720	62.52	31.26
Waterworks District No 3 Coteau	Water	4104 Coteau Road Highway 88 New Iberia, LA 70560- 9799	675.20	37.60



Utility Company	Type of Service Provided	Mailing Address	Approximate Monthly Average (\$)	Adequate Assurance Deposit (\$)
West Penn Power Company	Electricity	76 South Main Street Akron, OH 44308	6,222.25	781.28
Windstream	Telecommunications	4001 Rodney Parham Rd Little Rock, AR 72212	2,178.82	1,089.41
Wolf Pack Rentals	Telecommunications	136 Andell Rd Bridgeport, WV 26330	9,987.20	4,993.60
Xcel Energy	Electricity and Gas	401 Nicollet Mall Minneapolis, MN 55401	13,857.48	3,988.74
Yancey Water Supply	Water	150 Co Rd 743 Yancey, TX 78886	286.52	143.26
Total			\$871,838.67	\$394,612.46

**Exhibit 7**

**Insurance Policy Schedule**

**EXHIBIT A****Policy Schedule**

<b>Policy Type</b>	<b>Effective Period</b>	<b>Policy Number</b>	<b>Carrier</b>	<b>Total Premium (Including Taxes &amp; Fees)</b>
Pollution Legal Liability	May 1, 2020 - May 1, 2021	EPC019414404	Zurich	\$95,966
Contractors Pollution	July 1, 2020 - May 1, 2021	CPL18240887	AIG	\$91,574
Energy Policy - Bullwinkle-SES 51% interest only	Apr 1, 2020 - Apr 1, 2021	Combined Cover Note JHB-CJP-2371 (A), Certificate No. JHB2M10093(A), JHBME20163944685(A), JHB2M100931(B)	Lloyd's	\$1,651,076
Primary Hull & Machinery	May 31, 2020 - May 31, 2021	B0180MA2003033, Cover Note MS-S6413	Lloyd's Of London	\$80,630
Excess Hull & Machinery/ Increased Value	May 31, 2020 - May 31, 2021	B0180MA2002042, Cover Note MS-S6429, B0180MA2003041, Cover Note, MS-S6430	Lloyd's Of London	\$14,400
Commercial Property - Onshore & Offshore	June 1, 2020 - June 1, 2021	B1263EG0062920	Lloyds - Alesco	\$1,405,975
Motor Truck Cargo/ Rigger's Liability	June 1, 2020 - June 1, 2021	7900195490004	Atlantic Specialty	\$32,000
Fiduciary Liability	March 1, 2019 - March 1, 2021	8257-9339	Federal Insurance Company (Chubb)	\$45,000
Special Crime	March 30, 2018 - March 30, 2021	UKA3008313.18	Hiscox	\$31,450
Employment Practices Liability	May 31, 2020 - April 15, 2021	425525883	SOMPO	\$91,767
Directors & Officers - Primary	April 15, 2020 - April 15, 2021	DON G24573333 012	Chubb	\$394,763
D&O - 1st Layer	April 15, 2020 - April 15, 2021	DOX930015006	Arch	\$350,000
D&O - 2nd Layer	April 15, 2020 - April 15, 2021	39926167	Illinois National	\$315,000

Policy Type	Effective Period	Policy Number	Carrier	Total Premium (Including Taxes & Fees)
D&O - 3rd Layer	April 15, 2020 - April 15, 2021	ANV139007A	Associated Industries	\$275,000
D&O - 4th Layer	April 15, 2020 - April 15, 2021	W79349200ASP	StarStone Specialty	\$247,000
D&O - Side A 5th Layer	April 15, 2020 - April 15, 2021	V2AFD7200101	Beazley	\$125,000
D&O - Side A 6th Layer	April 15, 2020 - April 15, 2021	QPL1276380	QBE	\$125,000
D&O - Side A 7th Layer	April 15, 2020 - April 15, 2021	39926191	National Union Fire Insurance Company of Pittsburgh PA	\$120,000
D&O - Side A 8th Layer	April 15, 2020 - April 15, 2021	USF00799220	Allianze	\$120,000
D&O - Side A 9th Layer	April 15, 2020 - April 15, 2021	EUW184313800	Wesco	\$120,000
D&O - Side A 10th Layer	April 15, 2020 - April 15, 2021	ADX30001643200	Endurance	\$120,000
D&O - Side A 11th Layer	April 15, 2020 - April 15, 2021	NHS686658	RSUI Indemnity	\$120,000
D&O - Side A 12th Layer	April 15, 2020 - April 15, 2021	24MGU20A49159	US Specialty	\$120,000
D&O - Side A 13th Layer	April 15, 2020 - April 15, 2021	XMF20000675	Freedom Specialty	\$120,000
D&O - Side A 14th Layer	April 15, 2020 - April 15, 2021	47EPC31078001	Berkshire Hathaway	\$120,000
Workers Comp	Oct 1, 2020 - Oct 1, 2021	WA7-69D-004287-010	Liberty Mutual	\$1,119,159
Auto Liability US & Canada	Oct. 1, 2020 - Oct. 1 - 2021	AS7-691-004287-020	Liberty Mutual	\$75,000
Commercial General Liability US & Canada	Oct. 1, 2020 - Oct. 1 - 2021	EB2-691-004287-100, KE1-691-460579-010	Liberty Mutual	\$75,000

Policy Type	Effective Period	Policy Number	Carrier	Total Premium (Including Taxes & Fees)
Foreign Master Controlled Program	Oct 1, 2020 - Oct 1, 2021	CXC D3806633A005	Chubb	\$346,553
Commercial Umbrella \$10M X underlying	Oct. 1, 2020 - Oct. 1 - 2021	BO180ME2002710	White Bear	\$2,250,000
Commercial Umbrella \$15M X \$10M	Oct. 1, 2020 - Oct. 1 - 2021	BO180ME2002698 (AXS 1686) BO180ME2017452 (HDI) BO180ME2021189 (ASC 1414)	Lloyds	\$1,750,000
Commercial Umbrella \$25M X \$25M	Oct 1, 2020 - Oct 1, 2021	BO180ME2002709 (MRS 457) BO180ME2019129 (HDI) BO180ME2021190 (ASC 1414)	Lloyds	\$495,000
Commercial Umbrella \$50M X \$50M	Oct 1, 2020 - Oct 1, 2021	BO180ME2002727 (MRS 457)	Lloyds	\$342,475
Commercial Umbrella \$100M X \$100M	Oct 1, 2020 - Oct 1, 2021	BO180ME2002728 (COF 1036) BO180ME2021191 (ASC 1414)	Lloyds	\$410,800
Non-Owned Aviation, \$25 million	Oct. 1, 2020 - Oct. 1 - 2021	ALLZWL1401508-01	Allianz Global Risks US Ins. Co.	\$11,600
Control of Well \$10 million	Oct. 1, 2020 - Oct. 1 - 2021	31N32599	Travelers Property Casualty Co of America	\$18,750
Vessel Pollution \$5 million Limit	Oct 1, 2020 - Oct 1, 2021	54-25777	WQIS	\$5,163
Protection and Indemnity \$1 million	Oct. 1, 2020 - Oct. 1 - 2021	BO180ME2011066	Lloyds	\$275,000

**Exhibit 8**

**Surety Bonds**

**EXHIBIT B****Surety Bonds**

<b>Bond No.</b>	<b>Principal</b>	<b>Bond Provider</b>	<b>Bond Amount</b>	<b>Obligee</b>	<b>Description</b>
200925009	H.B. Rentals, L.C.	RLI	\$50,000.00	Bureau of Customs Border Protection	Importer or Broker Bond Customs Bond No. 20C001AKM
B003618	SPN Well Services Inc.	Indemco	\$5,000.00	State of Oklahoma	License and Permit Bond; Release in Process
B004813	Complete Energy Services, Inc.	Indemco	\$15,000.00	State of Wyoming	Surety Bond for Non-Residential Employers; Release in Process
B006472	Integrated Production Services.	Indemco	\$10,000.00	Maryland State Hwy Admin.	Hauling Performance Bond
CMS0264657	Warrior Energy Services Corporation	RLI	\$13,203,649.00	Harris County Clerk	Supersedeas Bond - 80th Judicial Court; Relates to IP litigation; Note Undetermined if Bond will be Allocated to NAM or RemainCo
CMS0264659	Complete Energy Services, Inc.	RLI	\$20,000.00	Board of Commissioners, Arapahoe, Colorado	Permit Bond - For County ROW to Install Temporary Water Transfer Lines
CMS0264660	Complete Energy Services, Inc.	RLI	\$5,000.00	Adams County Public Works	Permit Bond - For County ROW to Install Temporary Water Transfer Lines
CMS0264664	SPN Well Services Inc.	RLI	\$10,000.00	Maryland State Hwy Admin.	Hauling Performance Bond
LPM7606543	H.B. Rentals, L.C.	Zurich	\$5,000.00	Arkansas Highway & Transportation Department	License or Permit Bond; Release in Process
LPM7608220	SPN Well Services Inc.	Zurich	\$5,000.00	Commonwealth of Pennsylvania	License and Permit Bond for Hauling



Bond No.	Principal	Bond Provider	Bond Amount	Obligee	Description
LSM1278265	Complete Energy Services, Inc.	RLI	\$1,000.00	State of Oklahoma	Notary Public Bond; Release in Process
RLB0012952	Wild Well Control, Inc.	RLI	\$50,000,000.00	Shell Offshore Inc.	Note: Bond is in the Name of Superior Energy Services, Inc.; Relates to Oil & Gas Leases; Green Canyon 65 Unit, Bullwinkle Field; Required by Shell as part of Bullwinkle Purchase - Secures Wellbore P&A Obligations with Phased Releases Based on Working off the ARO (T&A/P&A)
RLB0015815	Complete Energy Services, Inc.	RLI	\$10,000.00	Oklahoma Corporation Commission	Closure and Reclamation Bond for McAlester Yard Pit
RLB0015830	Guard Drilling Mud Disposal, Inc.	RLI	\$106,000.00	Oklahoma Corporation Commission	Closure and Reclamation Bond; Pertains to Story Pit; In Process of Closing and Restoration
RLB0015832	Complete Energy Services, Inc.	RLI	\$60,000.00	Colorado Oil & Gas Conservation Commission	Plugging Blanket Bond in Weld County
RLB0015846	Warrior Energy Services Corporation	RLI	\$57,000.00	State of Wyoming	Non-Resident Employer Surety Bond; Release in Process
RLB0015847	Warrior Energy Services Corporation	RLI	\$5,000.00	Pennsylvania Department of Transportation	Right of Way Bond; Release in Process
RLB0015851	Complete Energy Services, Inc.	RLI	\$50,000.00	Colorado Oil & Gas Conservation Commission	Oil & Gas Bond; Surface Well HPD Platteville (Facility ID #159270)
RLB0015852	Complete Energy Services, Inc.	RLI	\$50,000.00	Colorado Oil & Gas Conservation Commission	Surface Mining Bond For HPD Kersey (Facility ID #159287)
RLB0015870	Guard Drilling Mud Disposal, Inc.	RLI	\$96,400.00	Oklahoma Corporation Commission	Oil & Gas Bond; Pertains to Guard (Orienta) #4; Pit Closed but OCC Required 5 Year Hold on Bond

Bond No.	Principal	Bond Provider	Bond Amount	Obligee	Description
RLB0015876	Complete Energy Services, Inc.	RLI	\$25,000.00	Oklahoma Corporation Commission	Closure and Reclamation Bond; T.G. Summer Pit at the T.G. Summer SWD Site to Cover Closure Cost
RLB0015881	Complete Energy Services, Inc.	RLI	\$105,618.00	Texas Railroad Commission	Oil & Gas Bond; Sally Brainard Pit at Sally Brainard SWD #1 Site to Cover Closure Cost
RLB0015948	Complete Energy Services, Inc.	RLI	\$307,899.00	Texas Railroad Commission	Oil and Gas Bond; Carrizo Springs Pit at the SWD Site; Required to Cover Closure Cost of the Pit
RLB0015949	Complete Energy Services, Inc.	RLI	\$217,029.00	Texas Railroad Commission	Oil and Gas Bond; Pertains to Falls City SWD (Property Sold; Release in Process)
RLB0015950	Complete Energy Services, Inc.	RLI	\$50,000.00	State of Colorado - Oil and Gas Conservation Commission	Kersey # 1 Performance Surface Bond; Release in Process
RLB0015951	Complete Energy Services, Inc.	RLI	\$20,000.00	State of Colorado - Oil and Gas Conservation Commission	Kersey #1 Performance Plugging Bond; Release in Process
RLB0015952	Complete Energy Services, Inc.	RLI	\$20,000.00	State of Colorado - Oil and Gas Conservation Commission	Platteville #1 Performance Plugging Bond; Release in Process
RLB0015953	Complete Energy Services, Inc.	RLI	\$50,000.00	State of Colorado - Oil and Gas Conservation Commission	Platteville # 1 Performance Surface Bond; Release in Process
RLB0015960	SPN Well Services Inc.	RLI	\$1,000.00	State of Arkansas	Contract Bond for Vehicles of Excess Size or Weights over Arkansas Roads or Highways
RLB0015972	Complete Energy Services, Inc.	RLI	\$50,000.00	State of Colorado - Oil and Gas Conservation Commission	Platteville # 2 Performance Surface Bond; Release in Process

Bond No.	Principal	Bond Provider	Bond Amount	Obligee	Description
RLB0015987	SPN Well Services Inc.	RLI	\$20,000.00	Commonwealth of Pennsylvania - Department of Transportation	License/ Permit Bond Over Size / Over Weight Tolerance Permit; To Cancel if Coil Tubing Business Exits Pennsylvania
RLB0015988	Complete Energy Services, Inc.	RLI	\$10,000.00	Oklahoma Tax Commission	Tax Bond - Gross Tax Production
RLB0015990	Guard Drilling Mud Disposal, Inc.	RLI	\$115,200.00	Oklahoma Corporation Commission	Oil and Gas Bond; Closure and Reclamation Bond - Commercial; Guard (Orienta) #5; Pit Closed but OCC Required 5 Year Hold on Bond
RLB0015991	Complete Energy Services, Inc.	RLI	\$25,000.00	Oklahoma Corporation Commission	Closure and Reclamation Bond; Pertains to Kliever Pit at the SWD Site; Required to Cover Closure Cost
RLB0015993	Complete Energy Services, Inc.	RLI	\$20,000.00	State of Colorado - Oil and Gas Conservation Commission	Platteville #2 Performance Plugging Bond; Release in Process
RLB0016023	SPN Well Services Inc.	RLI	\$5,000.00	Pennsylvania DOT	License and Permit Bond for Road Use
RLB0016032	H.B. Rentals, L.C.	RLI	\$25,000.00	State of Ohio	Payment/Registration Bond; Sewage Treatment Systems Hauler
RLB0016033	H.B. Rentals, L.C.	RLI	\$5,000.00	Pennsylvania Department of Transportation	License and Permit Bond; Release in Process
RLB0016036	Guard Drilling Mud Disposal, Inc.	RLI	\$103,000.00	Oklahoma Corporation Commission	Closure and Reclamation Bond; Replaces Bond No. B007399; Guard (Orienta) #6; Closed but OCC Required 5 Year Hold on Bond
RLB0016043	Complete Energy Services, Inc.	RLI	\$574,471.00	Texas Railroad Commission	License and Permit; Disposal Bond - Sewell Lease (Coverage for Closure)

Bond No.	Principal	Bond Provider	Bond Amount	Obligee	Description
RLB0016046	Complete Energy Services, Inc.	RLI	\$325,471.50	Texas Railroad Commission	Permit Bond; Disposal Facility 4M SWD (30655) Lease, PO11349 & PO11350 (Covers 4M #1 and #2 Pits)
RLB0016056	SPN Well Services Inc.	RLI	\$5,000.00	Oklahoma DPS	License and Permit Bond Replaces Bond No. B003618
RLB0016059	SPN Well Services Inc.	RLI	\$15,000.00	Texas Department of Motor Vehicles	Overweight Penalty Bond
RLB0016076	Complete Energy Services, Inc.	RLI	\$113,868.00	Texas Railroad Commission	License and Permit Bond to Operate Disposal Facility; Wolf Pit at the Pontotoc, Oklahoma SWD Site; Required to Cover Closure Cost
RLB0016116	SPN Well Services Inc.	RLI	\$20,000.00	State of Arkansas	Overweight Penalty Bond For Movement of Vehicles of Excess Size or Weights over Arkansas Roads or Highways; Pertains to Kilgore Yard
RLB0016119	Complete Energy Services, Inc.	RLI	\$20,000.00	Wyoming DEQ	Reclamation Bond Permit No. SP0750 Muddy Creek Rock Pit - (Restoration Still Ongoing)
RLB0016120	Complete Energy Services, Inc.	RLI	\$10,000.00	Wyoming DEQ - Land Quality Section	Reclamation Bond Permit No 1302ET Red Rock Pit Reclamation Bond (Restoration Still Ongoing)
RLB0016184	SPN Well Services Inc.	RLI	\$20,000.00	The Atchafalaya Basin Levee	Ooversize and Overweight Annual Permit Bond
RLB0016213	Complete Energy Services, Inc.	RLI	\$25,000.00	Oklahoma Corporation Commission	Reclamation Bond SW 1/4 Sec 05 T19N R16W Dewey County; Pertains to Seiling SWD #1

Bond No.	Principal	Bond Provider	Bond Amount	Obligee	Description
RLB0016214	Complete Energy Services, Inc.	RLI	\$25,000.00	Oklahoma Corporation Commission	Reclamation Bond NE 1/4 Sec 35 T23N R05W Garfield County Helberg #1 SWD
RLB0016215	Complete Energy Services, Inc.	RLI	\$10,000.00	Oklahoma Corporation Commission	Reclamation Bond NW 1/4 SEC 29 T16N R11W Blaine County Watonga #1-29 SWD
RLB0016219	SPN Well Services Inc.	RLI	\$15,000.00	TX DMV	Over Axle and Over Gross Weight Tolerance Bond
RLB0016237	Complete Energy Services, Inc.	RLI	\$50,000.00	Texas Railroad Commission	Oil & Gas Bond; Collecting Pits/33 Wells; P5 Bond for Permit Operator 169785 and WHP 3114
RLB0016244	Complete Energy Services, Inc.	RLI	\$25,000.00	Oklahoma DPS	Overweight Penalty Bond
RLB0016245	Guard Drilling Mud Disposal, Inc.	RLI	\$96,000.00	Oklahoma Corporation Commission	Reclamation Bond; Guard (Giles) Pit #1; In Process of Closing and Restoration
RLB0016246	Guard Drilling Mud Disposal, Inc.	RLI	\$96,000.00	Oklahoma Corporation Commission	Reclamation Bond - Guard (Orienta) #3; Closed but OCC Required 5 Year Hold on Bond
RLB0016247	Guard Drilling Mud Disposal, Inc.	RLI	\$80,000.00	Oklahoma Corporation Commission	Reclamation Bond for Hydrocarbon Recycling/Reclaiming; Guard (Giles) Pit #2; In Process of Closing and Restoration
RLB0016249	Complete Energy Services, Inc.	RLI	\$10,000.00	Oklahoma Corporation Commission	Reclamation Bond; Pertains to Nichols #2-27 - Pittsburg, Oklahoma
RLB0016250	Complete Energy Services, Inc.	RLI	\$25,000.00	Oklahoma Corporation Commission	Reclamation Bond; Pertains to Cogar SWD Pit to Cover Closure Cost (Site has Been Restored); Release in Process

Bond No.	Principal	Bond Provider	Bond Amount	Obligee	Description
RLB0016251	Complete Energy Services, Inc.	RLI	\$25,000.00	Oklahoma Corporation Commission	Blanket Plugging Bond for SWDs in Oklahoma (C9:A8:J12)
RLB0016268	Complete Energy Services, Inc.	RLI	\$15,000.00	TX DMV	Overweight Penalty Bond
RLB0016273	Complete Energy Services, Inc.	RLI	\$242,879.00	Texas Railroad Commission	Reclamation Bond - WHP3469 for Charlotte Pit and is Required to Cover the Closure Cost of the Pit
RLB0016304	Complete Energy Services, Inc.	RLI	\$20,000.00	State of Colorado Oil and Gas Conservation Commission	Performance Plugging Bond for Platteville #1 (Sold 2019); Release in Process
RLB0016305	Complete Energy Services, Inc.	RLI	\$50,000.00	State of Colorado Oil and Gas Conservation Commission	Performance Bond NENW 25 5N 65W 6th; Surface Bond for Kersey SWD # 1; Release in Process
RLB0016306	Complete Energy Services, Inc.	RLI	\$20,000.00	State of Colorado Oil and Gas Conservation Commission	Performance Bond NENW 25 5N 65W 6TH Kersey SWD #1; Release in Process
RLB0016307	Complete Energy Services, Inc.	RLI	\$50,000.00	State of Colorado Oil and Gas Conservation Commission	Performance Bond NENE 24 -3N - 66W 6th 50,000.00; Surface Bond; Relates to Platteville SWD # 1 (Sold 2019); Release in Process
RLB0016308	Complete Energy Services, Inc.	RLI	\$50,000.00	State of Colorado Oil and Gas Conservation Commission	Performance Bond NESE 24 3N 66W 6TH; Performance Surface Bond Platteville SWD #2 (Sold in 2019); Release in Process
RLB0016309	Complete Energy Services, Inc.	RLI	\$20,000.00	State of Colorado Oil and Gas Conservation Commission	Performance Bond NESE 24 3N 66W 6TH; Bond for Plugging; Platteville SWD # 2 (Sold in 2019); Release in Process

Bond No.	Principal	Bond Provider	Bond Amount	Obligee	Description
RLB0016340	Complete Energy Services, Inc.	RLI	\$103,594.00	Texas Railroad Commission	Disposal Bond for Terry Kate Pit to Cover Closure Cost (Located at Terry Kate SWD)
RLB0016353	Complete Energy Services, Inc.	RLI	\$14,000.00	Oklahoma Corporation Commission	Oil & Gas Bond - Watonga Yard - Truck Wash Pit
RLB0016354	Complete Energy Services, Inc.	RLI	\$14,200.00	Oklahoma Corporation Commission	Oil & Gas Bond; Pertains to Thomas Yard Truck Wash Pit
RLB0016355	Complete Energy Services, Inc.	RLI	\$21,700.00	Oklahoma Corporation Commission	Oil & Gas Bond - Weatherford Yard - Truck Wash Pit
RLB0016356	Complete Energy Services, Inc.	RLI	\$14,000.00	Oklahoma Corporation Commission	Oil & Gas Bond - Ringwood Yard - Truck Wash Pit
RLB0016357	Complete Energy Services, Inc.	RLI	\$8,700.00	Oklahoma Corporation Commission	Oil & Gas Bond - Truck Wash Pit for Cheyenne Yard; Release in Process
RLB0016360	Complete Energy Services, Inc.	RLI	\$9,500.00	Oklahoma Corporation Commission	Oil & Gas Bond; Truck Wash Pit Springer Yard; Release in Process
RLB0016361	Complete Energy Services, Inc.	RLI	\$15,200.00	Oklahoma Corporation Commission	Oil & Gas Bond - Truck Wash Pit; Lindsay Yard
RLB0016362	Complete Energy Services, Inc.	RLI	\$33,000.00	Oklahoma Corporation Commission	Oil & Gas Bond; Truck Wash Pit for Chickasha Yard; Release in Process
RLB0016363	Complete Energy Services, Inc.	RLI	\$16,100.00	Oklahoma Corporation Commission	Oil & Gas Bond for Truck Wash Pit - Verden Yard; Release in Process
RLB0016368	Complete Energy Services, Inc.	RLI	\$20,000.00	OK Corporation Commission	Oil & Gas Bond for the Truck Wash Pit for the Fairview Yard
RLB0016402	SPN Well Services Inc.	RLI	\$100,000.00	Ohio Dept. of Commerce Div of State Fire Marshal Bureau	Permit Bond for Explosive Storage and Explosive Materials
RLB0016456	Superior Energy Services, Inc., Stabil Drill Specialities, L.L.C., SESI, L.L.C.	RLI	\$25,000.00	Harris County, Texas	Relates to Stabil Drill vs. Russo, Leblanc, and Martin Litigation



Bond No.	Principal	Bond Provider	Bond Amount	Obligee	Description
RLB0016568	Complete Energy Services, Inc.	RLI	\$12,000.00	OK Corporation Commission	Oil and Gas Bond for the Truck Wash Pit Bond for the Enid Yard Pit
RLB0016745	H.B. Rentals, L.C.	RLI	\$5,000.00	State of Oklahoma	Size and Weight Permit Bond
RLB0016843	Warrior Energy Services Corporation	RLI	\$20,000.00	Board of Commissioners	Oversize/Overweight Permit Bond
RLB0017119	Superior Energy Services, LLC	RLI	\$24,076,792.00	State of Washington	Stay Bond with Respect to Department of Revenue; Sales/Use Tax Claim Related to Containment Services Contract for the Artic Challenger (special purpose vessel Superior built for Shell)
ROG0001431	SPN Well Services Inc.	RLI	\$10,000.00	TX DMV	Superheavy or Oversize Permit Bond
SU13936	H.B. Rentals, L.C.	Aspen	\$50,000.00	State of Louisiana	Motor Vehicle Dealers Bond
SU13997	H.B. Rentals, L.C.	Aspen	\$15,000.00	Texas Department of Motor Vehicles	Over Axle and Over Gross Weight Tolerance Permit Bond
SU14012	H.B. Rentals, L.C.	Aspen	\$5,000.00	Pennsylvania Department of Transportation	Permit Bond
SU14113	Warrior Energy Services Corporation	Aspen	\$35,000.00	Louisiana Department of Transportation	License and Permit Bond
SU14206	SPN Well Services Inc.	Aspen	\$7,500.00	Texas Department of Motor Vehicles	Certificate of Title Surety Bond

Bond No.	Principal	Bond Provider	Bond Amount	Obligee	Description
SU14222	SPN Well Services Inc.	Aspen	\$10,000.00	State of New York	Permit to Haul Oversized and/or Overweight Equipment

**Exhibit 9**

**List of Taxing Authorities**

**EXHIBIT A****List of Taxing Authorities**

<b>AUTHORITY</b>	<b>ADDRESS</b>	<b>FEDERAL/STATE/COUNTY/ CITY/FOREIGN</b>	<b>DESCRIPTION</b>
ACADIA PARISH	STATE OF LOUISIANA DIVISION OF ADMINISTRATION 1201 N. THIRD ST., STE. 7-210 BATON ROUGE, LA 70802	PARISH	SALES/USE TAX
ADAMS COUNTY, CO	ATTN: NANCY DUNCAN, BUDGET AND FINANCE DIRECTOR 4430 SOUTH ADAMS COUNTY PARKWAY, 4TH FLOOR, SUITE C4000A BRIGHTON, CO 80601	COUNTY	SALES/USE TAX
ALABAMA DEPARTMENT OF REVENUE	50 N RIPLEY ST MONTGOMERY, AL 36132	STATE	SALES/USE TAX
ALABAMA DEPARTMENT OF REVENUE INDIVIDUAL AND CORPORATE TAX DIVISION	CORPORATE INCOME TAX PO BOX 327435 MONTGOMERY, AL 36132-7435	STATE	INCOME TAX
ALABAMA REVENUE DISCOVERY SYSTEMS	ALABAMA DEPARTMENT OF REVENUE 50 NORTH RIPLEY STREET MONTGOMERY, AL 36117	STATE	SALES/USE TAX
ALASKA	MARTY MCGEE, STATE ASSESSOR DIVISION OF COMMUNITY & REGIONAL AFFAIRS ALASKA DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT 550 WEST 7TH AVENUE, SUITE 1650 ANCHORAGE, AK 99501	STATE	PROPERTY TAX

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ALASKA DEPARTMENT OF REVENUE TAX DIVISION	PO BOX 110420 JUNEAU, AK 99811-0420	STATE	INCOME TAX
ALDINE INDEPENDENT SCHOOL DISTRICT	14909 ALDINE WESTFIELD RD. HOUSTON, TX 77032	COUNTY	PROPERTY TAX
ALDINE INDEPENDENT SCHOOL DISTRICT TAX OFFICE	1940 W.W. THORNE HOUSTON, TX 77073	COUNTY	PROPERTY TAX
ALEX, OK	ALEX CITY HALL 103 MAIN STREET ALEX, OK 73002	CITY	SALES/USE TAX
ALFALFA COUNTY, OK	300 SOUTH GRAND CHEROKEE, OK 73728	COUNTY	SALES/USE TAX
ALLEN PARISH	RICHARD C. EARL - ASSESSOR 400 W. 6TH AVENUE (COURTHOUSE) OBERLIN, LA 70655	PARISH	SALES/USE TAX
ANDREWS COUNTY, TX	ROBIN HARPER RTA/VR 210 NW 2ND STREET ANDREWS, TX 79714	COUNTY	SALES/USE TAX
ANN HARRIS BENNETT HARRIS COUNTY TAX ASSESSOR	1001 PRESTON ST. HOUSTON, TX 77002	COUNTY	PROPERTY TAX
ARAPAHOE COUNTY, CO	ATTN: JENNIFER BENNETT, SALES TAX ANALYST FINANCE DEPARTMENT 5334 S. PRINCE ST LITTLETON, CO 80120	COUNTY	SALES/USE TAX
ARCHULETA COUNTY, CO (ARBOLES)	NATALIE WOODRUFF 449 SAN JUAN ST. PAGOSA SPRINGS, CO 81147	COUNTY	SALES/USE TAX
ARIZONA DEPARTMENT OF REVENUE	PO BOX 29079 PHOENIX, AZ 85038	STATE	FRANCHISE TAX
ARIZONA DEPARTMENT OF REVENUE	PO BOX 29079 PHOENIX, AZ 85038-9079	STATE	INCOME TAX

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ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION	PO BOX 1272 LITTLE ROCK, AR 72201	STATE	SALES/USE TAX
ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION CORPORATION INCOME TAX SECTION	1816 W 7TH ST, ROOM 2250 LEDBETTER BUILDING LITTLE ROCK, AR 72201- 1030	STATE	INCOME TAX
ARKANSAS DEPARTMENT OF REVENUE	SALES & USE TAX SECTION PO BOX 3861 LITTLE ROCK, AR 72203- 3861	STATE	SALES/USE TAX
ASCENSION PARISH	KRESSY KRENNERICH, ADMINISTRATOR 1124 S. BURNSIDE, SUITE 300-A GONZALES, LA 70737	PARISH	SALES/USE TAX
ASSUMPTION PARISH	4895 HIGHWAY 308 P.O. DRAWER 920 NAPOLEONVILLE, LA 70390	PARISH	SALES/USE TAX
ATASCOSA COUNTY, TX	ATTN: COUNTY TAX ASSESSOR AND COLLECTOR 1001 OAK STREET JOURDANTON, TX 78026	COUNTY	PROPERTY TAX
ATASCOSA COUNTY, TX (PLEASANTON)	LORETTA HOLLEY, TAX-ASSESSOR- COLLECTOR 1001 OAK ST JOURDANTON, TX 78026-2849	COUNTY	SALES/USE TAX
ATOKA COUNTY, OK	200 EAST COURT STREET, SUITE 203W ATOKA, OK 74525	COUNTY	SALES/USE TAX
AVOYELLES PARISH	221 TUNICA DRIVE WEST MARKSVILLE, LA 71351	PARISH	SALES/USE TAX
BAY COUNTY, FL (PANAMA CITY)	860 WEST 11TH STREET PANAMA CITY, FL 32401	COUNTY	SALES/USE TAX
BEAUREGARD PARISH	120 S. STEWART ST PO BOX 639 DERIDDER, LA 70634	PARISH	SALES/USE TAX

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BEAVER COUNTY, OK	ALBERT RODRIGUEZ, COUNTY TREASURER 111 SECOND ST BEAVER, OK 73932	COUNTY	SALES/USE TAX
BECKHAM COUNTY, OK	ATTN: JENNIFER DRURY, BECKHAM COUNTY TREASURER 104 S 3RD, ROOM 101 SAYRE, OK 73662	COUNTY	PROPERTY TAX
BECKHAM COUNTY, OK	ATTN: JENNIFER DRURY, BECKHAM COUNTY TREASURER 104 S 3RD, ROOM 101 SAYRE, OK 73662	COUNTY	SALES/USE TAX
BIENVILLE PARISH, LA	ASSESSOR'S OFFICE 100 COURTHOUSE DRIVE, STE 1200 ARCADIA, LA 71001	PARISH	PROPERTY TAX
BIENVILLE PARISH, LA	ASSESSOR'S OFFICE 100 COURTHOUSE DRIVE, STE 1200 ARCADIA, LA 71001	PARISH	SALES/USE TAX
BIG HORN COUNTY, WY	BECKY LINDSEY 420 WEST C STREET BASIN, WY 82410	COUNTY	SALES/USE TAX
BLAINE COUNTY, OK	ATTN: DONNA HOSKINS, COUNTY TREASURER 212 N WEIGIE WATONGA, OK 73772	COUNTY	PROPERTY TAX
BLAINE COUNTY, OK	ATTN: DONNA HOSKINS, COUNTY TREASURER 212 N WEIGIE WATONGA, OK 73772	COUNTY	SALES/USE TAX
BOBBY J GUIDROZ, SHERIFF AND EX - OFFICIO TAX COLLECTOR	PO BOX 1029 OPELOUSAS, LA 70571	PARISH	PROPERTY TAX
BOSSIER PARISH, LA	ATTN: MICHAEL NORTON, TAX ADMINISTRATOR SALES & USE TAX DIVISION 620 BENTON ROAD BOSSIER CITY, LA 71111	PARISH	SALES/USE TAX



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BOULDER COUNTY, CO	OFFICE OF FINANCIAL MANAGEMENT COURTHOUSE WEST WING, 1ST FLOOR 2020 13TH STREET BOULDER, CO 80302	COUNTY	SALES/USE TAX
BOWMAN COUNTY, ND	ATTN: TREASURER 104 1ST ST NW, SUITE 2 BOWMAN, ND 58623	COUNTY	PROPERTY TAX
BRAZORIA COUNTY, TX	RO'VIN GARRETT, RTA COURTHOUSE ANNEX WEST 451 N VELASCO ST. ANGLETON, TX 77515- 4442	COUNTY	SALES/USE TAX
BRAZORIA COUNTY, TX (ALVIN)	260 GEORGE ST. ALVIN, TX 77511	COUNTY	SALES/USE TAX
BRAZOS COUNTY, TX	TAX OFFICE 4151 COUNTY PARK COURT BRYAN, TX 77802	COUNTY	PROPERTY TAX
BRAZOS COUNTY, TX	TAX OFFICE 4151 COUNTY PARK COURT BRYAN, TX 77802	COUNTY	SALES/USE TAX
BURLESON COUNTY, TX	ATTN: JESSICA LUCERO, TAX ASSESSOR-COLLECTOR 100 W. BUCK STREET, SUITE 202 CALDWELL, TX 77836	COUNTY	SALES/USE TAX
CADDO COUNTY, OK	ATTN: EDWARD WHITWORTH, COUNTY ASSESSOR 110 SW 2ND STREET ANADARKO, OK 73005	COUNTY	PROPERTY TAX
CADDO COUNTY, OK	ATTN: EDWARD WHITWORTH, COUNTY ASSESSOR 110 SW 2ND STREET ANADARKO, OK 73005	COUNTY	SALES/USE TAX
CADDO PARISH SHERRIFFS OFFICE TAX DEPARTMENT	PO BOX 20905 501 TEXAS ST, ROOM 101 SHREVEPORT, LA 71120- 0905	PARISH	PROPERTY TAX

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CADDO PARISH, LA	ATTN: CADDO-SHREVEPORT SALES AND USE TAX 3300 DEE STREET SHREVEPORT, LA 71105	PARISH	SALES/USE TAX
CALCASIEU PARISH	CALCASIEU PARISH SCHOOL BOARD SALES AND USE TAX DEPT 2439 6TH ST. P.O DRAWER 2050 LAKE CHARLES, LA 70602-2050	PARISH	SALES/USE TAX
CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION	450 N ST. SACRAMENTO, CA 95814	STATE	SALES/USE TAX
CALIFORNIA FRANCHISE TAX BOARD	PO BOX 942857 SACRAMENTO, CA 94257-0500	STATE	FRANCHISE TAX
CAMP COUNTY, TX	ATTN: GALE BURNS, TAX ASSESSOR-COLLECTOR 115 DR. M L KING JR. AVE., STE. B PITTSBURG, TX 75686	COUNTY	SALES/USE TAX
CAMPBELL COUNTY, WY	ATTN: RACHAEL KNUST, TREASURER 500 S. GILLETTE AVE., SUITE 1700 GILLETTE, WY 82716	COUNTY	PROPERTY TAX
CAMPBELL COUNTY, WY	ATTN: RACHAEL KNUST, TREASURER 500 S. GILLETTE AVE., SUITE 1700 GILLETTE, WY 82716	COUNTY	SALES/USE TAX
CANADIAN COUNTY, OK	ATTN: MATT WEHMULLER, COUNTY ASSESSOR 201 N. CHOCTAW AVE. EL RENO, OK 73036	COUNTY	PROPERTY TAX
CARBON COUNTY, WY	ATTN: COUNTY TREASURER 415 W. PINE STREET RAWLINS, WY 82301	COUNTY	SALES/USE TAX
CARTER COUNTY, OK	ATTN: MARSHA COLLINS, TREASURER #25 A STREET NW, SUITE 105 ARDMORE, OK 73401	COUNTY	PROPERTY TAX

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CARTER COUNTY, OK	ATTN: MARSHA COLLINS, TREASURER #25 A STREET NW, SUITE 105 ARDMORE, OK 73401	COUNTY	SALES/USE TAX
CATAHOULA PARISH	PO BOX 250 VIDALIA, LA 71373	PARISH	SALES/USE TAX
CHAMBERS COUNTY, TX	DENISE HUTTER 405 SOUTH MAIN ST ANAHUAC, TX 77514	COUNTY	SALES/USE TAX
CHAVEZ COUNTY, NM	TREASURER'S OFFICE #1 ST. MARY'S PLACE, SUITE 200 ROSWELL, NM 88203	COUNTY	SALES/USE TAX
CHEROKEE COUNTY, TX	ATTN: LINDA LITTLE, TAX ASSESSOR- COLLECTOR 135 S. MAIN ST. RUSK, TX 75785	COUNTY	PROPERTY TAX
CITY & COUNTY OF BROOMFIELD, CO	SALES TAX ADMINISTRATION ONE DESCOMBES DR BROOMFIELD, CO 80020	CITY/COUNTY	SALES/USE TAX
CITY AND COUNTY OF DENVER, CO	TREASURY DIVISION 201 W. COLFAX AVE., DEPARTMENT 1009 DENVER, CO 80202	CITY/COUNTY	SALES/USE TAX
CITY OF BATON ROUGE-PARISH OF E BATON ROUGE	PARISH AND CITY TREASURER P. O. BOX 2590 BATON ROUGE, LA 70821-2590	CITY/PARISH	SALES/USE TAX
CITY OF BOTTINEAU, ND	600 E. BOULEVARD AVE., DEPT 127 BISMARCK, ND 58505- 0599	CITY	SALES/USE TAX
CITY OF BOWMAN, ND	600 E. BOULEVARD AVE., DEPT 127 BISMARCK, ND 58505- 0599	CITY	SALES/USE TAX
CITY OF BRYAN, TX	ATTN: LAURA TAYLOR DAVIS, TREASURER 200 S. TEXAS AVE., SUITE 240 BRYAN, TX 77803	CITY	SALES/USE TAX

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CITY OF CARRIZO SPRING CITY, TX	CITY HALL U.S. HIGHWAY 277 308 WEST PENA STREET CARRIZO SPRINGS, TX 78834	CITY	SALES/USE TAX
CITY OF CHICKASHA, OK	ATTN: SUSAN MCDANIEL, CITY CLERK 117 N. 4TH STREET CHICKASHA, OK 73018	CITY	SALES/USE TAX
CITY OF EL RENO, OK	ATTN: MARSHA LECK, FINANCE DIRECTOR / CITY TREASURER 101 N. CHOCTAW AVE. P.O. DRAWER 700 EL RENO, OK 73036	CITY	SALES/USE TAX
CITY OF ENID, OK	ATTN: CITY CLERK 401 WEST OWEN K. GARRIOTT ROAD PO BOX 1768 ENID, OK 73701	CITY	SALES/USE TAX
CITY OF GAINESVILLE, TX	200 S. RUSK GAINESVILLE, TX 76240	CITY	SALES/USE TAX
CITY OF GREELEY, CO	FINANCE   SALES TAX 1000 10TH STREET GREELEY, CO 80631	CITY	SALES/USE TAX
CITY OF HENNESSEY, OK	TOWN HALL TIFFANY TILLMAN 123 S MAIN HENNESSEY, OK 73742	CITY	SALES/USE TAX
CITY OF JACKSBORO, TX	ATTN: HANNA REYNOLDS, FINANCE OFFICER 112 WEST BELKNAP JACKSBORO, TX 76458	CITY	SALES/USE TAX
CITY OF KEY WEST, FL	1200 TRUMAN AVENUE, SUITE 101 KEY WEST, FL 33040	CITY	SALES/USE TAX
CITY OF KILGORE, TX	ATTN: LANDON WARD, FINANCE DIRECTOR 815 N KILGORE STREET KILGORE, TX 75662	CITY	SALES/USE TAX
CITY OF KINGSVILLE, TX	ATTN: ATTN: DEBORAH BALLI 400 W. KING AVENUE KINGSVILLE, TX 78363	CITY	SALES/USE TAX

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CITY OF LAFAYETTE, LA	200 DULLES DRIVE, SUITE 1060 LAFAYETTE, LA 70506	CITY	SALES/USE TAX
CITY OF LAFAYETTE, LA	214 SOUTHPARK ROAD LAFAYETTE, LA 70508	CITY	PROPERTY TAX
CITY OF MINOT, ND	600 E. BOULEVARD AVE., DEPT 127 BISMARCK, ND 58505- 0599	CITY	SALES/USE TAX
CITY OF MOBILE, AL	REVENUE DEPARTMENT 205 GOVERNMENT STREET, SOUTH TOWER ROOM 243 MOBILE, AL 36602	CITY	SALES/USE TAX
CITY OF MORGAN CITY, LA	P.O. BOX 1218 MORGAN CITY, LA 70381	CITY	PROPERTY TAX
CITY OF NORMAN, OK	FINANCE DEPT 201-C WEST GRAY PO BOX 370 NORMAN, OK 73070	CITY	SALES/USE TAX
CITY OF PERRYTON, TX	110 S ASH ST PERRYTON, TX 79070	CITY	SALES/USE TAX
CITY OF POND CREEK, OK	ATTN: CITY CLERK 102 S. 2ND ST. POND CREEK, OK 73766	CITY	SALES/USE TAX
CITY OF RIFLE, CO	202 RAILROAD AVENUE RIFLE, CO 81650	CITY	SALES/USE TAX
CITY OF SHREVEPORT REVENUE DIVISION	PO BOX 30040 505 TRAVIS ST SHREVEPORT, LA 71130- 0040	CITY	PROPERTY TAX
CITY OF THOMAS, OK	122 WEST BROADWAY AVENUE THOMAS, OK 73669	CITY	SALES/USE TAX
CITY OF THORNTON, CO	SALES TAX DIVISION 9500 CIVIC CENTER DRIVE SUITE #2050 THORNTON, CO 80229	CITY	SALES/USE TAX
CITY OF WATFORD, ND	213 2ND ST NE PO BOX 494 WATFORD CITY, ND 58854	CITY	SALES/USE TAX

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CITY OF WEATHERFORD, TX	ATTN: DANA L. RATCLIFFE, CITY TREASURER CITY HALL 522 W. RAINEY WEATHERFORD, OK 73096-4704	CITY	SALES/USE TAX
CITY OF WEST HAVEN, UT	ATTN: CHILD RICHARDS CPA & ADVISORS 2490 WALL AVE OGDEN, UT 84401	CITY	SALES/USE TAX
CITY OF WILLISTON, ND	CITY HALL, 1ST FLOOR 22 EAST BROADWAY WILLISTON, ND 58801	CITY	SALES/USE TAX
CITY OF YUKON, OK	ATTN: TREASURER/CITY CLERK 500 WEST MAIN STREET YUKON, OK 73099	CITY	SALES/USE TAX
CLAIBORNE PARISH	WANDA CLEMENT 415 EAST MAIN ST. P.O. BOX 600 HOMER, LA 71040-0600	PARISH	SALES/USE TAX
CLEBURNE COUNTY, AR	CONNIE CALDWELL 320 WEST MAIN STREET HEBER SPRINGS, AR 72543	COUNTY	SALES/USE TAX
CLEVELAND COUNTY, OK	ATTN: MICHELLE LEHNUS, CITY CLERK & FINANCE DIRECTOR 105 W CADDO STREET CLEVELAND, OK 74020	COUNTY	SALES/USE TAX
COAL COUNTY, OK	TREASURER'S OFFICE 4 N. MAIN, SUITE 4 COALGATE, OK 74538	COUNTY	SALES/USE TAX
COLORADO DEPARTMENT OF REVENUE	PO BOX 17087 DENVER, CO 80217-0087	STATE	SALES/USE TAX
COLORADO DEPARTMENT OF REVENUE	1375 SHERMAN STREET DENVER, CO 80203	STATE	INCOME TAX
COLUMBIA COUNTY, AR	ATTN: SELENA R BLAIR, COUNTY TREASURER 101 BOUNDARY STREET, SUITE 103 MAGNOLIA, AR 71753	COUNTY	SALES/USE TAX

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COMANCHE COUNTY, OK	ATTN: RHONDA BRANTLEY, TREASURER 315 SW 5TH STREET, SUITE 300 LAWTON, OK 73501	COUNTY	SALES/USE TAX
CONVERSE COUNTY, WY	ATTN: DIXIE J. HUXTABLE, COUNTY ASSESSOR 107 N 5TH STREET, SUITE 126 DOUGLAS, WY 82633	COUNTY	PROPERTY TAX
CONVERSE COUNTY, WY	ATTN: DIXIE J. HUXTABLE, COUNTY ASSESSOR 107 N 5TH STREET, SUITE 126 DOUGLAS, WY 82633	COUNTY	SALES/USE TAX
CONWAY COUNTY, AR	117 S MOOSE ST # 106 MORRILTOM, AR 72110	COUNTY	SALES/USE TAX
COOKE COUNTY, TX	ATTN: COOKE COUNTY APPRAISAL DISTRICT 201 N. DIXON STREET GAINESVILLE, TX 76240	COUNTY	PROPERTY TAX
COOKE COUNTY, TX	ATTN: COOKE COUNTY APPRAISAL DISTRICT 201 N. DIXON STREET GAINESVILLE, TX 76240	COUNTY	SALES/USE TAX
COWLEY COUNTY, KS	TREASURER'S OFFICE 321 E 10TH AVE. WINFIELD, KS 67156	COUNTY	SALES/USE TAX
CULBERSON COUNTY, TX	MOLLY HERNANDEZ, TAX-ASSESSOR- COLLECTOR 300 LA CAVERNA DR. VAN HORN, TX 79855- 0668	COUNTY	SALES/USE TAX
CUSTER COUNTY, OK	ATTN: BRAD RENNELS, COUNTY ASSESSOR 675 WEST B STREET ARAPAH, OK 73620	COUNTY	PROPERTY TAX
CUSTER COUNTY, OK	ATTN: BRAD RENNELS, COUNTY ASSESSOR 675 WEST B STREET ARAPAH, OK 73620	COUNTY	SALES/USE TAX



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DAVID PIWONKA - CYPRESS- FAIRBANKS INDEPENDENT SCHOOL DISTRICT TAX ASSESSOR/COLLEC TOR	P.O. BOX 203908 HOUSTON, TX 77216	COUNTY	PROPERTY TAX
DAWSON COUNTY, TX	TERRI STAHL 400 S. 1ST STREET LAMESA, TX 79331	COUNTY	SALES/USE TAX
DELAWARE SECRETARY OF STATE - DIVISION OF CORPORATIONS	JOHN G. TOWNSEND BLDG 401 FEDERAL STREET - SUITE 4 DOVER, DE 19901	STATE	FRANCHISE TAX
DEPARTMENT OF TREASURY INTERNAL REVENUE SERVICE	1111 CONSTITUTION AVE, NW WASHINGTON, DC 20224	FEDERAL	INCOME TAX
DESOTO PARISH	211 CROSBY ST MANSFIELD, LA 71052	PARISH	SALES/USE TAX
DEWEY COUNTY, OK	ATTN: JENNIFER MCCORMICK, ASSESSOR 213 S BROADWAY STREET TALOGA, OK 73667	COUNTY	PROPERTY TAX
DEWEY COUNTY, OK	ATTN: JENNIFER MCCORMICK, ASSESSOR 213 S BROADWAY STREET TALOGA, OK 73667	COUNTY	SALES/USE TAX
DIMMIT COUNTY, TX	DIMMITCENTRAL APPRAISAL DISTRICT 203 HOUSTON ST. CARRIZO SPRINGS, TX 78834-3216	COUNTY	PROPERTY TAX
DIMMIT COUNTY, TX	DIMMITCENTRAL APPRAISAL DISTRICT 203 HOUSTON ST. CARRIZO SPRINGS, TX 78834-3216	COUNTY	SALES/USE TAX
DIVISION OF MOTOR CARRIERS	PO BOX 2004 FRANKFORT, KY 40602	STATE	GOV'T REGULATORY FEE/LICENSE

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DUCHESNE COUNTY, UT	ATTN: STEPHEN POTTER, TREASURER 734 NORTH CENTER STREET DUCHESNE, UT 84021	COUNTY	PROPERTY TAX
DUCHESNE COUNTY, UT	ATTN: STEPHEN POTTER, TREASURER 734 NORTH CENTER STREET DUCHESNE, UT 84021	COUNTY	SALES/USE TAX
DUVAL COUNTY, FL	231 EAST FORSYTH STREET, SUITE 270 JACKSONVILLE, FL 32203	COUNTY	SALES/USE TAX
EAST BATON ROUGE PARISH	P.O. BOX 1471 BATON ROUGE, LA 70821	PARISH	SALES/USE TAX
EAST CARROLL PARISH	PO BOX 130 VIDALIA, LA 71373	PARISH	SALES/USE TAX
EAST FELICIANA PARISH	SALES AND USE TAX DEPARTMENT P. O. BOX 397 CLINTON, LA 70722	PARISH	SALES/USE TAX
ECTOR COUNTY, TX	ATTN: ECTOR COUNTY APPRAISAL DISTRICT 1301 E 8TH STREET ODESSA, TX 79761-4703	COUNTY	PROPERTY TAX
ECTOR COUNTY, TX	ATTN: ECTOR COUNTY APPRAISAL DISTRICT 1301 E 8TH STREET ODESSA, TX 79761-4703	COUNTY	SALES/USE TAX
EDDY COUNTY, NM	ASSESSOR'S OFFICE EDDY COUNTY ADMINISTRATION COMPLEX 101 W GREEN STREET, SUITE 319 CARLSBAD, NM 88220	COUNTY	PROPERTY TAX
EDDY COUNTY, NM	ASSESSOR'S OFFICE EDDY COUNTY ADMINISTRATION COMPLEX 101 W GREEN STREET, SUITE 319 CARLSBAD, NM 88220	COUNTY	SALES/USE TAX

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EL PASO COUNTY, CO	ATTN: RAY BACA, SALES TAX ANALYST 200 S CASCADE AVENUE, SUITE 150 COLORADO SPRINGS, CO 80903-2208	COUNTY	SALES/USE TAX
ELBERT COUNTY, CO	ATTN: SUSAN MURPHY, COUNTY ASSESSOR ANNEX BUILDING 221 COMANCHE STREET KIOWA, CO 80117	COUNTY	SALES/USE TAX
ELLIS COUNTY, OK	COUNTY TREASURER'S OFFICE ELLIS COUNTY COURTHOUSE 100 S. WASHINGTON ST. ARNETT, OK 73832-0217	COUNTY	SALES/USE TAX
ELLIS COUNTY, OK	COUNTY TREASURER'S OFFICE ELLIS COUNTY COURTHOUSE 100 S. WASHINGTON ST. ARNETT, OK 73832-0217	COUNTY	PROPERTY TAX
EVANGELINE PARISH	EVANGELINE PARISH SALES TAX COMMISSION, MARTY MOREIN - ADMINISTRATOR 405 WEST MAGNOLIA STREET VILLE PLATTE, LA 70586	PARISH	SALES/USE TAX
FAULKNER COUNTY, AR	ATTN: KRISSY LEWIS, COUNTY ASSESSOR 806 FAULKNER STREET CONWAY, AR 72034	COUNTY	PROPERTY TAX
FAULKNER COUNTY, AR	ATTN: SHERRY KOONCE, COUNTY COLLECTOR 801 LOCUST AVE CONWAY, AR 72034	COUNTY	SALES/USE TAX
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION	1200 NEW JERSEY AVENUE SE WASHINGTON, DC 20590	FEDERAL	GOV'T REGULATORY FEE/LICENSE
FEDERAL TAX SERVICE OF RUSSIA	NEGLINNAYA STR., 23 MOSCOW 127381 RUSSIA	FOREIGN	FOREIGN INCOME TAX

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FINNEY COUNTY, KS	TRISTA JOYCE OFFICE OF THE TREASURER 311 NORTH NINTH GARDEN CITY, KS 67846	COUNTY	SALES/USE TAX
FLORIDA DEPARTMENT OF REVENUE	5050 W TENNESSEE ST TALLAHASSEE, FL 32399-0135	STATE	INCOME TAX
FRANKLIN COUNTY, FL	RICK WATSON 33 MARKET STREET, SUITE 202 APALACHICOLA, FL 32329	COUNTY	SALES/USE TAX
FRANKLIN PARISH	PO DRAWER 337 WINNSBORO, LA 71295	PARISH	SALES/USE TAX
FREDERICK CITY, CO	401 LOCUST STREET FREDERICK, CO 80530	CITY	SALES/USE TAX
FREESTONE COUNTY, TX (FAIRFIELD)	LISA FOREE, RTA, TAX ASSESSOR-COLLECTOR 112 EAST MAIN STREET FAIRFIELD, TX 75840	COUNTY	SALES/USE TAX
FREMONT COUNTY ASSESSOR	ATTN: TARA BERG, ASSESSOR 450 N. 2ND ST. LANDER, WY 82520	COUNTY	PROPERTY TAX
FREMONT COUNTY, WY	JIM ANDERSON 450 NORTH 2ND STREET LANDER, WY 82520	COUNTY	SALES/USE TAX
FREMONT COUNTY, WY	ATTN: TARA BERG, ASSESSOR 450 N. 2ND ST. LANDER, WY 82520	COUNTY	PROPERTY TAX
GALVESTON COUNTY APPRAISER	722 MOODY AVENUE GALVESTON, TX 77550	COUNTY	PROPERTY TAX
GALVESTON COUNTY, TX	CHERYL E. JOHNSON, TAX ASSESSOR/COLLECTOR 722 MOODY AVE., 2ND FLOOR GALVESTON, TX 77550- 2318	COUNTY	SALES/USE TAX

<b>AUTHORITY</b>	<b>ADDRESS</b>	<b>FEDERAL/STATE/COUNTY/ CITY/FOREIGN</b>	<b>DESCRIPTION</b>
GARFIELD COUNTY, CO	ATTN: JIM YELICO, GARFIELD COUNTY ASSESSOR 109 8TH STREET, SUITE 207 GLENWOOD SPRINGS, CO 81601	COUNTY	PROPERTY TAX
GARFIELD COUNTY, CO	ATTN: JIM YELICO, GARFIELD COUNTY ASSESSOR 109 8TH STREET, SUITE 207 GLENWOOD SPRINGS, CO 81601	COUNTY	SALES/USE TAX
GARFIELD COUNTY, OK	ATTN: GARFIELD COUNTY TREASURER 114 W. BROADWAY, ROOM 104 ENID, OK 73701	COUNTY	PROPERTY TAX
GARFIELD COUNTY, OK	ATTN: GARFIELD COUNTY TREASURER 114 W. BROADWAY, ROOM 104 ENID, OK 73701	COUNTY	SALES/USE TAX
GARVIN COUNTY, OK	ATTN: TAMMY MURRAH, ASSESSOR 201 WEST GRANT AVENUE, 2ND FLOOR ANNEX PAULS VALLEY, OK 73075	COUNTY	PROPERTY TAX
GARVIN COUNTY, OK	ATTN: TAMMY MURRAH, ASSESSOR 201 WEST GRANT AVENUE, 2ND FLOOR ANNEX PAULS VALLEY, OK 73075	COUNTY	SALES/USE TAX
GENERAL TAX AUTHORITY, STATE OF QATAR	AL-TAAWON TOWER MAJLIS AL TAAWON ST DOHA QATAR	FOREIGN	FOREIGN INCOME TAX
GONZALES COUNTY, TX	CRYSTAL CEDILLO, COUNTY TAX ASSESSOR-COLLECTOR 427 ST. GEORGE, SUITE 100 GONZALES, TX 78629	COUNTY	SALES/USE TAX

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GOODLAND CITY, KS	APRIL HALL OFFICE OF THE TREASURER 813 BROADWAY, ROOM 103 GOODLAND, KS 67735	CITY	SALES/USE TAX
GOSHEN COUNTY, WY	ATTN: LETICIA DOMINGUEZ, GOSHEN COUNTY TREASURER 2125 EAST A STREET PO BOX 878 TORRINGTON, WY 82240	COUNTY	SALES/USE TAX
GRADY COUNTY, OK	ASSESSOR'S OFFICE BARI FIRESTONE 326 CHOCTAW CHICKASHA, OK 73018	COUNTY	PROPERTY TAX
GRADY COUNTY, OK	ASSESSOR'S OFFICE BARI FIRESTONE 326 CHOCTAW CHICKASHA, OK 73018	COUNTY	SALES/USE TAX
GRAND COUNTY, UT	ATTN: DEBBIE SWASEY, ASSESSOR 125 E. CENTER ST. MOAB, UT 84532	COUNTY	SALES/USE TAX
GRAND JUNCTION CITY, CO	GRAND JUNCTION CITY 250 N 5TH ST GRAND JUNCTION, CO 81501	CITY	SALES/USE TAX
GRANT COUNTY, OK	ATTN: GRANT COUNTY TREASURER OFFICE 112 E. GUTHRIE, ROOM 105 MEDFORD, OK 73759	COUNTY	SALES/USE TAX
GRANT PARISH	PO BOX 187 COLFAX, LA 71417	PARISH	SALES/USE TAX
GRAYSON COUNTY, TX	ATTN: GRAYSON CENTRAL APPRAISAL DISTRICT SHAWN COKER, RPA, CCA 512 N TRAVIS STREET SHERMAN, TX 75090	COUNTY	PROPERTY TAX
GREAT SEAL OF UNION CITY	101 N. ELM AVE UNION CITY, OK 73090	CITY	SALES/USE TAX

AUTHORITY	ADDRESS	FEDERAL/STATE/COUNTY/ CITY/FOREIGN	DESCRIPTION
GREGG COUNTY, TX	ATTN: GREGG COUNTY APPRAISAL DISTRICT LIBBY NEELY, RPA, CCA, CTA 4637 W LOOP 281 LONGVIEW, TX 75604	COUNTY	PROPERTY TAX
GREGG COUNTY, TX	ATTN: GREGG COUNTY APPRAISAL DISTRICT LIBBY NEELY, RPA, CCA, CTA 4637 W LOOP 281 LONGVIEW, TX 75604	COUNTY	SALES/USE TAX
HANSFORD COUNTY, TX	ATTN: LINDA CUMMINGS, COUNTY TAX ASSESSOR - COLLECTOR 221 MAIN ST. PO BOX 367 SPEARMAN, TX 79081	COUNTY	PROPERTY TAX
HARDING COUNTY, SD	ATTN: TREASURER 410 RAMSLAND STREET BUFFALO, SD 57720	COUNTY	SALES/USE TAX
HARPER COUNTY, OK	TREASURER 311 SOUTHEAST 1ST STREET BUFFALO, OK 73834	COUNTY	SALES/USE TAX
HARRIS COUNTY, TX	ATTN: HARRIS COUNTY APPRAISAL DISTRICT 13013 NORTHWEST FREEWAY HOUSTON, TX 77040- 6305	COUNTY	SALES/USE TAX
HARRIS COUNTY, TX	ATTN: HARRIS COUNTY APPRAISAL DISTRICT 13013 NORTHWEST FREEWAY HOUSTON, TX 77040- 6305	COUNTY	PROPERTY TAX
HARRISON COUNTY, TX	ATTN: VERONICA KING, TAX COLLECTOR HARRISON COUNTY COURTHOUSE PO BOX 967 MARSHALL, TX 75671	COUNTY	PROPERTY TAX
HASKELL COUNTY, OK	ATTN: SHAWNA HUDSPETH, COUNTY ASSESSOR 202 EAST MAIN STREET, SUITE 4 STIGLER, OK 74462	COUNTY	SALES/USE TAX



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HEMPHILL COUNTY (CANADIAN)WHEELER COUNTY	ATTN: CHRIS JACKSON, TAX ASSESSOR - COLLECTOR 400 MAIN STREET, SUITE 204 CANADIAN, TX 79014	COUNTY	SALES/USE TAX
HEMPHILL COUNTY, TX	ATTN: CHRIS JACKSON, TAX ASSESSOR - COLLECTOR 400 MAIN STREET, SUITE 204 CANADIAN, TX 79014	COUNTY	PROPERTY TAX
HOOD COUNTY, TX	TAX ASSESSOR- COLLECTOR 1410 PEARL ST. GRANBURY, TX 76048	COUNTY	PROPERTY TAX
HOPKINS COUNTY, TX	ATTN: DEBBIE POGUE MITCHELL, HOPKINS COUNTY TAX ASSESSOR-COLLECTOR 128 JEFFERSON ST., STE. D SULPHUR SPRINGS, TX 75482	COUNTY	SALES/USE TAX
HOT SPRINGS COUNTY, WY	JULIE MORTIMORE, TREASURER 415 ARAPAHOE THERMOPOLIS, WY 82443	COUNTY	SALES/USE TAX
HOWARD COUNTY, TX	TIFFANY ANN SAYLES, TAX-ASSESSOR- COLLECTOR 315 S. MAIN BIG SPRING, TX 79720- 2513	COUNTY	SALES/USE TAX
HUDSPETH COUNTY, TX	PATRICIA J. ROSE, TAX- ASSESSOR-COLLECTOR 109 BROWN ST SIERRA BLANCA, TX 79851	COUNTY	SALES/USE TAX
HUERFANO COUNTY, CO	HUERFANO COUNTY 401 MAIN STREET WALSENBURG, CO 81089	COUNTY	SALES/USE TAX
HUGHES COUNTY, OK	ASSESSOR'S OFFICE 200 NORTH BROADWAY, SUITE 4 HOLDENVILLE, OK 74848	COUNTY	SALES/USE TAX

<b>AUTHORITY</b>	<b>ADDRESS</b>	<b>FEDERAL/STATE/COUNTY/ CITY/FOREIGN</b>	<b>DESCRIPTION</b>
IBERIA PARISH	1500 JANE ST NEW IBERIA, LA 70563	PARISH	SALES/USE TAX
IBERIA PARISH ASSESSOR	RICKY J HUVAL, SR., CLA ASSESSOR 121 W PERSHING ST, STE 100 NEW IBERIA, LA 70560	PARISH	PROPERTY TAX
IBERVILLE PARISH	IBERVILLE PARISH COURTHOUSE DAVID HALL DIRECTOR 58050 MERIAM STREET, 2ND FLOOR PLAQUEMINE, LA 70764	PARISH	SALES/USE TAX
IDAHO STATE TAX COMMISSION	11321 W. CHINDEN BLVD BOISE, ID 83714-1021	STATE	FRANCHISE TAX
INCOME TAX DEPARTMENT, GOVERNMENT OF INDIA	AAYKARBHAWAN, SECTOR-3, VAISHALI GHAZIABAD 201010 INDIA	FOREIGN	FOREIGN INCOME TAX
INTERNAL REVENUE SERVICE	CENTRALIZED INSOLVENCY OPERATION 2970 MARKET ST. MAIL STOP 5-Q30-133 PHILADELPHIA, PA 19104-5016	FEDERAL	HEAVY USE TAX
INTERNAL REVENUE SERVICE	CENTRALIZED INSOLVENCY OPERATION 2970 MARKET ST. MAIL STOP 5-Q30-133 PHILADELPHIA, PA 19104-5016	FEDERAL	IFTA TAX
IRION COUNTY APPRAISAL DISTRICT	209 SOUTH PARK VIEW STREET MERTZON, TX 76941	COUNTY	PROPERTY TAX
JACK COUNTY, TX	ATTN: SHARON ROBINSON, JACK COUNTY TAX ASSESSOR - COLLECTOR 100 N. MAIN ST, ROOM #209 JACKSBORO, TX 76458	COUNTY	PROPERTY TAX

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JACKSON COUNTY, AR	KELLY WALKER 208 MAIN ST NEWPORT, AR 72112	COUNTY	SALES/USE TAX
JACKSON COUNTY, OK	TREASURER 101 NORTH MAIN STREET ALTUS, OK 73521	COUNTY	SALES/USE TAX
JACKSON PARISH	PO BOX 666 JONESBORO, LA 71251- 0666	PARISH	SALES/USE TAX
JACKSON/WALDEN COUNTY, CO	NANCY BENSON JACKSON COUNTY COURTHOUSE 396 LAFEVER STREET WALDEN, CO 80480	COUNTY	SALES/USE TAX
JEFF DAVIS PARISH	PO BOX 1161 JENNINGS, LA 70546	PARISH	SALES/USE TAX
JEFF YEAGER CARROLL COUNTRY TREASURER	119 S LISBON ST CARROLLTON, OH 44615	COUNTY	PROPERTY TAX
JEFFERSON COUNTY, CO	PROPERTY & TAX DEPARTMENT 100 JEFFERSON COUNTY PARKWAY GOLDEN, CO 80419	COUNTY	SALES/USE TAX
JEFFERSON COUNTY, OH	TREASURER'S OFFICE JEFFERSON COUNTY COURTHOUSE 301 MARKET STREET, 1ST FLOOR, ROOM 100 STEUBENVILLE, OH 43952	COUNTY	SALES/USE TAX
JEFFERSON COUNTY, OK	TREASURER'S OFFICE 200 NORTH MAIN, ROOM 104 WAURIKA, OK 73573	COUNTY	SALES/USE TAX
JEFFERSON COUNTY, TX	ALLISON NATHAN GETZ, TAX-ASSESSOR- COLLECTOR 1149 PEARL ST BEAUMONT BEAUMONT, TX 77701- 3635	COUNTY	SALES/USE TAX

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JEFFERSON COUNTY/MORRISON CITY	SCOT KERSTGAARD 100 JEFFERSON COUNTY PARKWAY, SUITE 2500 GOLDEN, CO 80419	CITY/COUNTY	SALES/USE TAX
JEFFERSON DAVIS PARISH	TAX COLLECTION DEPT. SUPERVISOR, DANETTE HARGRAVE 1530 HWY. 90 WEST JENNINGS, LA 70546	PARISH	SALES/USE TAX
JEFFERSON PARISH	JOSEPH S. YENNI BUILDING 1221 ELMWOOD PARK BLVD., SUITE 101 JEFFERSON, LA 70123	PARISH	SALES/USE TAX
JEFFERSON PARISH	JOSEPH S. YENNI BUILDING 1221 ELMWOOD PARK BLVD., SUITE 101 JEFFERSON, LA 70123	PARISH	GOV'T REGULATORY FEE/LICENSE
JERRY J LARPENTER SHERIFF & TAX COLLECTOR	PO DRAWER 1670 7856 MAIN ST, COURTHOUSE ANNEX, STE 121 HOUMA, LA 70361	PARISH	PROPERTY TAX
JET CITY, OK	JET CITY HALL 421 MAIN STREET JET, OK 73749	CITY	SALES/USE TAX
JIM WELLS COUNTY, TX	ATTN: JIM WELLS COUNTY APPRAISAL DISTRICT 1600 EAST MAIN STREET, SUITE #100 ALICE, TX 78332	COUNTY	PROPERTY TAX
JOHNSON COUNTY, AR	LETA WILLIS 215 W MAIN ST CLARKSVILLE, AR 72830	COUNTY	SALES/USE TAX
JOHNSON COUNTY, WY	LETA WILLIS 215 W MAIN ST CLARKSVILLE, AR 72830	COUNTY	SALES/USE TAX
JOHNSTON COUNTY, OK	ATTN: RANA SMITH, TREASURER 403 W. MAIN TISHOMINGO, OK 73460- 1753	COUNTY	SALES/USE TAX
JONES COUNTY, MS	TAX ASSESSOR- COLLECTOR 501 NORTH 5TH AVE LAUREL, MS 39441	COUNTY	PROPERTY TAX

AUTHORITY	ADDRESS	FEDERAL/STATE/COUNTY/ CITY/FOREIGN	DESCRIPTION
JOSEPH LOPINTO - SHERIFF AND EX- OFFICIO TAX COLLECTOR - JEFFERSON PARISH - BUREAU OF REVENUE AND TAXATION - PROPERTY TAX DIVISION	P.O. BOX 130 GRETA, LA 70054-0130	PARISH	PROPERTY TAX
KANSAS DEPARTMENT OF REVENUE	PO BOX 758571 TOPEKA, KS 66675-8571	STATE	INCOME TAX
KANSAS, SHERMAN COUNTY, GOODLAND CITY	APRIL HALL OFFICE OF THE TREASURER 813 BROADWAY, ROOM 103 GOODLAND, KS 67735	CITY/COUNTY	SALES/USE TAX
KARNES COUNTY, TX	BRENDA JANYSEK, TAX-ASSESSOR- COLLECTOR 200 E CALVERT AVE, STE 3 KARNES CITY, TX 78118- 3210	COUNTY	SALES/USE TAX
KAY COUNTY, OK	ATTN: CHRISTY KENNEDY, TREASURER 201 S MAIN NEWKIRK, OK 74647	COUNTY	SALES/USE TAX
KERN COUNTY TREASURER TAX COLLECTOR	19484 BROKEN COURT SHAFTER, CA 93263	COUNTY	PROPERTY TAX
KINGFISHER COUNTY, OK	ATTN: ROBIN L. ROTHER, TREASURER 101 SOUTH MAIN, ROOM 4 KINGFISHER, OK 73750	COUNTY	PROPERTY TAX
KINGFISHER COUNTY, OK	ATTN: ROBIN L. ROTHER, TREASURER 101 SOUTH MAIN, ROOM 4 KINGFISHER, OK 73750	COUNTY	SALES/USE TAX
KIOWA COUNTY, OK	ATTN: KIOWA COUNTY CLERK 316 S MAIN PO BOX 900 HOBART, OK 73651	COUNTY	SALES/USE TAX

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KLEBERG COUNTY, TX	ATTN: MELISSA T. DE LA GARZA KLEBERG COUNTY TAX OFFICE 700 E KLEBERG KINGSVILLE, TX 78363	COUNTY	PROPERTY TAX
KLEBERG COUNTY, TX	ATTN: MELISSA T. DE LA GARZA KLEBERG COUNTY TAX OFFICE 700 E KLEBERG KINGSVILLE, TX 78363	COUNTY	SALES/USE TAX
LA PLATA COUNTY, CO	LA PLATA COUNTY 679 TURNER DR STE. A DURANGO, CO 81303	COUNTY	SALES/USE TAX
LAFAYETTE PARISH	LAFAYETTE PARISH CLERK OF COURT 15TH JUDICIAL DISTRICT 800 S. BUCHANAN ST. LAFAYETTE, LA 70501	PARISH	SALES/USE TAX
LAFAYETTE PARISH TAX COLLECTOR	1010 LAFAYETTE STREET SUITE 402 LAFAYETTE, LA 70501	PARISH	PROPERTY TAX
LAFOURCHE PARISH	SALES TAX DEPARTMENT 701 EAST 7TH STREET THIBODAU, LA 70301	PARISH	SALES/USE TAX
LARIMER COUNTY, CO	200 W. OAK STREET FORT COLLINS, CO 80521	COUNTY	PROPERTY TAX
LARIMER COUNTY, CO	200 W. OAK STREET FORT COLLINS, CO 80521	COUNTY	SALES/USE TAX
LASALLE PARISH	LASALLE PARISH ASSESSOR'S OFFICE 1050 COURTHOUSE STREET, ROOM 19 JENA, LA 71342	PARISH	SALES/USE TAX
LATIMER COUNTY, OK	ATTN: MELINDA BRINLEE, COURT CLERK 109 N. CENTRAL STREET WILBURTON, OK 74568	COUNTY	SALES/USE TAX
LATIMER COUNTY, OK	ATTN: MELINDA BRINLEE, COURT CLERK 109 N. CENTRAL STREET WILBURTON, OK 74568	COUNTY	PROPERTY TAX

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LEA COUNTY, NM	ASSESSOR'S OFFICE 100 N. MAIN AVENUE, SUITE 2 LOVINGTON, NM 88260	COUNTY	PROPERTY TAX
LEA COUNTY, NM	ASSESSOR'S OFFICE 100 N. MAIN AVENUE, SUITE 2 LOVINGTON, NM 88260	COUNTY	SALES/USE TAX
LECK, CAROLYN CANADIAN COUNTY TREASURER	201 NORTH CHOCTAW EL RENO, OK 73036	COUNTY	PROPERTY TAX
LEFLORE COUNTY, OK	ATTN: LE FLORE COUNTY CLERK 100 S BROADWAY PO BOX 100 POTEAU, OK 74953	COUNTY	SALES/USE TAX
LELAND FALCON SHERIFF & EX OFFICIO TAX COLLECTOR	P.O. BOX 69 NAPOLEONVILLE, LA 70390	PARISH	PROPERTY TAX
LIBERTY COUNTY, TX	CHRISSY WILEY 3210 HWY 90 PO BOX 1810 LIBERTY, TX 77575	COUNTY	SALES/USE TAX
LINCOLN COUNTY, CO	JAMES R. COVINGTON 103 3RD AVENUE HUGO, CO 80821	COUNTY	SALES/USE TAX
LINCOLN COUNTY, OK	ATTN: BRENDA JACKSON, TREASURER 811 MANVEL, SUITE 6 CHANDLER, OK 74834	COUNTY	SALES/USE TAX
LINCOLN COUNTY, WY	ATTN: TREASURER 925 SAGE AVE., SUITE 102 KEMMERER, WY 83101	COUNTY	SALES/USE TAX
LINCOLN PARISH	LINCOLN PARISH 107 W. TEXAS AVE. RUSTON, LA 71270	PARISH	SALES/USE TAX
LIVINGSTON PARISH	20399 GOVERNMENT BLVD., 2ND FLOOR LIVINGSTON, LA 70754	PARISH	SALES/USE TAX
LOGAN COUNTY, AR	25 WEST WALNUT STREET PARIS, AR 72855	COUNTY	SALES/USE TAX



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LOGAN COUNTY, KS	JENNIE SCHOENBERGER OFFICE OF THE TREASURER 710 WEST 2ND STREET OAKLEY, KS 67748	COUNTY	SALES/USE TAX
LOGAN COUNTY, OK	ATTN: SHERRI LONGNECKER, LOGAN COUNTY TREASURER 301 EAST HARRISON, SUITE 100 GUTHRIE, OK 73044	COUNTY	SALES/USE TAX
LOUISIANA DEPARTMENT OF PUBLIC SAFETY & CORRECTIONS	PO BOX 64848 BATON ROUGE, LA 70896	STATE	GOV'T REGULATORY FEE/LICENSE
LOUISIANA DEPARTMENT OF REVENUE	BATON ROUGE HEADQUARTERS 617 NORTH THIRD STREET BATON ROUGE, LA 70802	STATE	INCOME TAX
LOUISIANA DEPARTMENT OF REVENUE	BATON ROUGE HEADQUARTERS 617 NORTH THIRD STREET BATON ROUGE, LA 70802	STATE	SALES/USE TAX
LOUISIANA DEPARTMENT OF REVENUE	P. O. BOX 201 BATON ROUGE, LA 70821-0201	STATE	OTHER TAXES, FEES, AND LICENSES
LOUISIANA DEPARTMENT OF REVENUE	617 NORTH THIRD STREET BATON ROUGE, LA 70802	STATE	FRANCHISE TAX
LOUISIANA DEPARTMENT OF REVENUE	617 N 3RD ST BATON ROUGE, LA 70802	STATE	OTHER TAX
LOUISIANA PARISH	617 NORTH THIRD STREET BATON ROUGE, LA 70802	PARISH	SALES/USE TAX
LOVE COUNTY, OK	TREASURER'S OFFICE 405 WEST MAIN, SUITE 204 MARIETTA, OK 73448	COUNTY	SALES/USE TAX

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LOVING COUNTY, TX	CHRIS H. BUSSE, TAX- ASSESSOR-COLLECTOR 114 W. COLLINS MENTONE MENTONE, TX 79754	COUNTY	SALES/USE TAX
LUBBOCK CENTRAL APPRAISAL DISTRICT	P.O. BOX 10568 LUBBOCK, TX 79408	COUNTY	PROPERTY TAX
MADISON PARISH	PO BOX 100 VIDALIA, LA 71373	PARISH	SALES/USE TAX
MAJOR COUNTY, OK	ATTN: DONISE ROGERS, COUNTY ASSESSOR 500 EAST BROADWAY, SUITE 1 FAIRVIEW, OK 73737	COUNTY	PROPERTY TAX
MAJOR COUNTY, OK	ATTN: DONISE ROGERS, COUNTY ASSESSOR 500 EAST BROADWAY, SUITE 1 FAIRVIEW, OK 73737	COUNTY	SALES/USE TAX
MARSHALL COUNTY, OK	ATTN: LAURA LARKIN, MARSHALL COUNTY TREASURER 100 PLAZA, SUITE 104 MADILL, OK 73446	COUNTY	SALES/USE TAX
MARTIN COUNTY, TX	KATHY HULL, TAX- ASSESSOR-COLLECTOR 301 N. SAINT PETER ST. STANTON, TX 79782	COUNTY	SALES/USE TAX
MCALESTER CITY, OK	ATTN: SHERRI SWIFT, CHIEF FINANCIAL OFFICER 28 E. WASHINGTON AVENUE PO BOX 578 MCALESTER, OK 74502	CITY	SALES/USE TAX
MCCLAIN COUNTY, OK	ATTN: KENDAL SACCHIERI, COUNTY ASSESSOR 121 N 2ND, SUITE 206 PURCELL, OK 73080	COUNTY	PROPERTY TAX
MCCLAIN COUNTY, OK	ATTN: KENDAL SACCHIERI, COUNTY ASSESSOR 121 N 2ND, SUITE 206 PURCELL, OK 73080	COUNTY	SALES/USE TAX

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MCINTOSH COUNTY, OK	MCINTOSH COUNTY TREASURER'S OFFICE 110 NORTH 1ST STREET EUFAULA, OK 74432	COUNTY	SALES/USE TAX
MCKENZIE COUNTY, ND	ATTN: ERICA JOHNSRUD, AUDITOR/TREASURER 201 5TH ST NW, SUITE 543 WATFORD CITY, ND 58854	COUNTY	PROPERTY TAX
MCKINLEY COUNTY, NM	ERNEST BECENTI JR. OFFICE OF THE TREASURER 207 WEST HILL AVE, SUITE 101 GALLUP, NM 87301	COUNTY	SALES/USE TAX
MEDINA COUNTY, TX	ATTN: MEDINA COUNTY EMERGENCY SERVICES DISTRICT NO. 6 MEDINA COUNTY APPRAISAL DISTRICT 1410 AVE K HONDO, TX 78861	COUNTY	SALES/USE TAX
MEDINA COUNTY, TX	ATTN: MEDINA COUNTY EMERGENCY SERVICES DISTRICT NO. 6 MEDINA COUNTY APPRAISAL DISTRICT 1410 AVE K HONDO, TX 78861	COUNTY	PROPERTY TAX
MEDINA COUNTY, TX (YANCEY)	MELISSA LUTZ, TAX ASSESSOR/COLLECTOR 1102 15TH STREET HONDO, TX 78861	COUNTY	SALES/USE TAX
MEEKER/PITKIN COUNTY, CO	MEEKER/PITKIN 530 EAST MAIN STREET ASPEN, CO 81611	COUNTY	SALES/USE TAX
MELISSA LUTZ, PCC - MEDINA COUNTY TAX ASSESSOR- COLLECTOR	1102 15TH STREET HONDO, TX 78861	COUNTY	PROPERTY TAX

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MESA COUNTY, CO	MESA COUNTY TREASURER'S OFFICE MESA COUNTY COURTHOUSE 544 ROOD AVE., ROOM 100 GRAND JUNCTION, CO 81501	COUNTY	PROPERTY TAX
MESA COUNTY, CO	MESA COUNTY TREASURER'S OFFICE MESA COUNTY COURTHOUSE 544 ROOD AVE., ROOM 100 GRAND JUNCTION, CO 81501	COUNTY	SALES/USE TAX
MIDLAND CENTRAL APPRAISAL DISTRICT	9215 W COUNTY RD 127 MIDLAND, TX 79706	CITY	PROPERTY TAX
MIDLAND COUNTY, TX	TAX ASSESSOR- COLLECTOR'S OFFICE 2110 N A STREET MIDLAND, TX 79705	COUNTY	PROPERTY TAX
MIDLAND COUNTY, TX	TAX ASSESSOR- COLLECTOR'S OFFICE 2110 N A STREET MIDLAND, TX 79705	COUNTY	SALES/USE TAX
MILAM COUNTY, TX	SHERRY MUECK MILAM COUNTY COURTHOUSE 102 S. FANNIN AVE. CAMERON, TX 76520	COUNTY	SALES/USE TAX
MINISTRY OF FINANCE- KUWAIT	MINISTRIES COMPLEX AL-MIRQAB KUWAIT	FOREIGN	FOREIGN INCOME TAX
MINNESOTA DEPARTMENT OF REVENUE	MAIL STATION 1250 600 N. ROBERT STREET ST. PAUL, MN 55145-1250	STATE	INCOME TAX
MISSISSIPPI DEPARTMENT OF REVENUE	500 CLINTON CENTER DR SOUTH POINTE BUILDING PLAZA CLINTON, MS 39056	STATE	FRANCHISE TAX
MISSISSIPPI DEPARTMENT OF REVENUE - INCOME AND FRANCHISE TAX BUREAU	PO BOX 1033 JACKSON, MS 39215- 1033	STATE	INCOME TAX

AUTHORITY	ADDRESS	FEDERAL/STATE/COUNTY/ CITY/FOREIGN	DESCRIPTION
MOFFAT COUNTY, CO	ATTN: MOFFAT COUNTY TREASURER AND PUBLIC TRUSTEE LINDA PETERS 221 W. VICTORY WAY, STE 230 CRAIG, CO 81625	COUNTY	SALES/USE TAX
MONROE COUNTY, OH	ATTN: TAYLOR G. ABBOTT, TREASURER 101 N. MAIN STREET, ROOM 21 WOODSFIELD, OH 43793	COUNTY	SALES/USE TAX
MONTANA DEPARTMENT OF REVENUE	PO BOX 8021 HELENA, MT 59604-8021	STATE	FRANCHISE TAX
MONTANA DEPARTMENT OF REVENUE	PO BOX 8021 HELENA, MT 59604-8021	STATE	INCOME TAX
MONTEZUMA COUNTY, CO (DOLORES CITY)	LESLIE BUGG 140 WEST MAIN STREET, SUITE 3 CORTEZ, CO 81321	COUNTY	SALES/USE TAX
MOTOR REGISTRATION DIVISION - MOUNT PEARL	149 SMALLWOOD DRIVE MOUNT PEARL A1M 0H2 CANADA	FOREIGN	OTHER TAXES, FEES, AND LICENSES
MUSKOGEE COUNTY, OK	ATTN: CITY TREASURER 229 W OKMULGEE AVE MUSKOGEE, OK 74401	COUNTY	SALES/USE TAX
NATCHITOCHES TAX COMMISSION	P. O. BOX 639 NATCHITOCHES, LA 71458-0639	CITY	SALES/USE TAX
NATRONA COUNTY ASSESSOR	ASSESSOR 200 N. CENTER, ROOM 140 CASPER, WY 82601	COUNTY	PROPERTY TAX
NATRONA COUNTY MOTOR VEHICLES	800 BRYAN STOCK TRAIL CASPER, WY 82601	COUNTY	OTHER TAXES, FEES, AND LICENSES
NATRONA COUNTY TREASURER	907 N. POLAR DRIVE #195 CASPER, WY 82601	COUNTY	PROPERTY TAX
NATRONA COUNTY, WY	ATTN: MATT KEATING, ASSESSOR 200 N. CENTER, ROOM 140 CASPER, WY 82601	COUNTY	SALES/USE TAX

<b>AUTHORITY</b>	<b>ADDRESS</b>	<b>FEDERAL/STATE/COUNTY/ CITY/FOREIGN</b>	<b>DESCRIPTION</b>
NEBRASKA DEPARTMENT OF REVENUE	PO BOX 94818 LINCOLN, NE 68509-4818	STATE	INCOME TAX
NEW MEXICO DEPARTMENT OF REVENUE	1100 SOUTH ST. FRANCIS DRIVE SANTA FE, NM 87504	STATE	SALES/USE TAX
NEW MEXICO TAXATION & REVENUE DEPARTMENT	1100 SOUTH ST FRANCIS DRIVE SANTA FE, NM 87504	STATE	FRANCHISE TAX
NEW MEXICO TAXATION AND REVENUE DEPARTMENT, CORPORATE INCOME AND FRANCHISE TAX	PO BOX 25124 SANTA FE, NM 87504- 5127	STATE	INCOME TAX
NEW YORK DEPARTMENT OF TAXATION AND FINANCE	NYS CORPORATION TAX PO BOX 15181 ALBANY, NY 12212-5181	STATE	INCOME TAX
NIOBRARA COUNTY, WY	ATTN: TREASURER 424 SOUTH ELM STREET LUSK, WY 82225	COUNTY	SALES/USE TAX
NOBLE COUNTY, OK	COUNTY TREASURER 300 COURTHOUSE DRIVE, ROOM 7 PERRY, OK 73077	COUNTY	SALES/USE TAX
NORTH DAKOTA OFFICE OF STATE TAX COMMISSIONER	600 E. BOULEVARD AVE DEPT 127 BISMARCK, ND 58505- 0599	STATE	INCOME TAX
NUECES COUNTY TAX ASSESSOR COLLECTOR	2209 N. PADRE ISLAND DR., STE C. CORPUS CHRISTI, TX 78408	COUNTY	PROPERTY TAX
NUECES COUNTY, TX	DALE ATCHLEY 901 LEOPARD ST. FLOOR 3, ROOM 304 CORPUS CHRISTI, TX 78401	COUNTY	SALES/USE TAX
OCHILTREE COUNTY, TX	ATTN: LINDA WOMBLE, COUNTY TAX ASSESSOR - COLLECTOR 511 S. MAIN ST. PERRYTON, TX 79070	COUNTY	PROPERTY TAX

**Exhibit 10**

**Declaration of Robert Jordan in Support of KCC Retention Application**



**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

----- X  
In re: : Chapter 11  
:   
SUPERIOR ENERGY SERVICES, INC., *et al.*,<sup>1</sup> : Case No. 20-35812 (DRJ)  
:   
Debtors. : (Joint Administration Requested)  
:   
----- X

**DECLARATION OF ROBERT JORDAN IN SUPPORT  
OF DEBTORS' APPLICATION FOR ORDER APPOINTING  
KURTZMAN CARSON CONSULTANTS LLC AS CLAIMS, NOTICING,  
AND SOLICITATION AGENT EFFECTIVE AS OF THE PETITION DATE**

I, Robert Jordan, being duly sworn, state the following under penalty of perjury:

1. I am a Senior Managing Director of Corporate Restructuring Services for Kurtzman Carson Consultants LLC ("**KCC**"), whose offices are located at 222 N. Pacific Coast Highway, 3<sup>rd</sup> Floor, El Segundo, California 90245, telephone number (310) 823-9000. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. This Declaration is made in support of the Debtors' application for entry of an order, pursuant to section 156(c) of title 28 of the United States Code, sections 105(a), 327, 503, and 1107 of title 11 of the United States Code (the "**Bankruptcy Code**"), Rules 2002(f), 2014(a), 2016, 6003(a) and 6004 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"),

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Superior Energy Services, Inc. (9388), SESI, L.L.C. (4124), Superior Energy Services-North America Services, Inc. (5131), Complete Energy Services, Inc. (9295), Warrior Energy Services Corporation (9424), SPN Well Services, Inc. (2682), Pumpco Energy Services, Inc. (7310), 1105 Peters Road, L.L.C. (4198), Connection Technology, L.L.C. (4128), CSI Technologies, LLC (6936), H.B. Rentals, L.C. (7291), International Snubbing Services, L.L.C. (4134), Stabil Drill Specialties, L.L.C. (4138), Superior Energy Services, L.L.C. (4196), Superior Inspection Services, L.L.C. (4991), Wild Well Control, Inc. (3477), Workstrings International, L.L.C. (0390). The Debtors' address is 1001 Louisiana Street, Suite 2900, Houston, Texas 77002.

and Rules 2014-1 and 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas (the “**Bankruptcy Local Rules**”), appointing KCC as official claims, noticing, and solicitation agent (“**Claims and Noticing Agent**”) in the Debtors’ Chapter 11 Cases (the “**Application**”)<sup>2</sup> effective as of the Petition Date and on the terms and conditions set forth in the Services Agreement attached to the Application as Exhibit B.

3. As agent and custodian of the Court records pursuant to section 156(c) of title 28 of the United States Code and section 327 of the Bankruptcy Code, KCC will perform at the request of the Office of the Clerk of the Court (the “**Clerk’s Office**”) the noticing and claims-related services specified in the Application. In addition, at the Debtors’ request, KCC will perform such other noticing, claims, balloting, technical, administrative, and support services specified in the Application.

4. KCC is a bankruptcy administrator that specializes in providing comprehensive chapter 11 administrative services including noticing, claims processing, balloting, and other related services critical to the effective administration of chapter 11 cases. Indeed, KCC has developed efficient and cost-effective methods to handle properly the voluminous mailings associated with the noticing, claims processing, and balloting portions of chapter 11 cases to ensure the orderly and fair treatment of creditors, equity security holders, and all parties in interest. Further, KCC will work with the Clerk’s Office to ensure that such methodology conforms with all of the Court’s procedures, the Local Rules, and the provisions of any orders entered by this Court.

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<sup>2</sup> Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Application.

5. KCC has substantial experience in matters of this size and complexity and has acted as the official notice, claims, and solicitation agent in many large bankruptcy cases in this District and other jurisdictions. *See, e.g., In re EP Energy Corporation*, Case No. 19-35654 (MI) (Bankr. S.D. Tex. Oct. 3, 2019); *In re Halcón Resources Corporation*, Case No. 19-34446 (DRJ) (Bankr. S.D. Tex. Aug. 7, 2019); *In re Legacy Reserves Inc.*, Case No. 19-33395 (MI) (Bankr. S.D. Tex. June 18, 2019); *In re Neighbors Legacy Holdings, Inc.*, Case No. 18-33836 (MI) (Bankr. S.D. Tex. July 12, 2018); *In re Cobalt International Energy, Inc.*, Case No. 17-36709 (MI) (Bankr. S.D. Tex. Dec. 14, 2017); *In re Linc USA GP*, Case No. 16-32689 (DRJ) (Bankr. S.D. Tex. May 29, 2016); *In re Sherwin Alumina Company, LLC*, Case No. 16-20012 (DRJ) (Bankr. S.D. Tex. Jan. 11, 2016).

6. KCC represents, among other things, the following:

- (a) KCC is not a creditor of the Debtors;
- (b) KCC is a “disinterested person” as that term is defined in Bankruptcy Code section 101(14) with respect to the matters upon which it is to be engaged;
- (b) KCC will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in the Chapter 11 Cases;
- (c) by accepting employment in the Chapter 11 Cases, KCC waives any rights to receive compensation from the United States government as Claims and Noticing Agent;
- (d) in its capacity as the Claims and Noticing Agent in the Chapter 11 Cases, KCC will not be an agent of the United States and will not act on behalf of the United States;
- (e) KCC will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in the Chapter 11 Cases;
- (f) in its capacity as Claims and Noticing Agent in the Chapter 11 Cases, KCC will not intentionally misrepresent any fact to any person;
- (g) KCC shall be under the supervision and control of the Clerk’s Office with respect to the receipt and recordation of claims and claim transfers; and

- (h) none of the services provided by KCC as Claims and Noticing Agent shall be at the expense of the Clerk's Office.

7. In connection with the preparation of this Declaration, I caused to be submitted for review by our conflicts system the names of potential parties in interest (the "**Parties-in-Interest**") in this case. The list of potential Parties-in-Interest was provided by the Debtors and included the Debtors, the Debtors' directors and officers, significant stockholders, funded debt lenders, major customers, insurance and surety bond providers, landlords, and litigation counterparties. The results of the conflicts check were compiled and reviewed by employees of KCC, under my supervision. At this time, KCC is not aware of any relationship which would present a disqualifying conflict of interest.

8. KCC may have relationships with certain potential Parties in Interest as vendors or in connection with cases in which KCC serves or has served in a neutral capacity as noticing, claims, balloting agent or administrative advisor for another chapter 11 debtor. However, given KCC's neutral position as Claims and Noticing Agent or administrative advisor in any other cases, KCC does not view such relationships as real or potential conflicts. Further, to the best of my knowledge, any such relationship is completely unrelated to these Chapter 11 Cases. Accordingly, to the best of my knowledge, KCC and each of its employees are "disinterested persons," as that term is defined in section 101(14) of the Bankruptcy Code, and neither KCC nor any of its employees hold or represent an interest adverse to the Debtors' estates related to any matter for which KCC will be employed.

9. KCC has and will continue to represent clients in matters unrelated to the Debtors' Chapter 11 Cases. In addition, KCC has had and will continue to have relationships in the ordinary course of its business with certain vendors, professionals, and other parties in interest that may be involved in the Debtors' Chapter 11 Cases in matters unrelated to the Debtors' Chapter 11 Cases.

KCC may also provide professional services to entities or persons that may be creditors or parties in interest in the Debtors' Chapter 11 Cases, which services do not directly relate to, or have any direct connection with, the Debtors' Chapter 11 Cases or the Debtors. KCC currently is retained as the Claims and Noticing Agent and Administrative Advisor in the bankruptcy case of Windstream Holdings, Inc., who is listed as a party in interest.

10. KCC is an indirect subsidiary of Computershare Limited ("Computershare"). Computershare is a financial services and technologies provider for the global securities industry. Within the Computershare corporate structure, KCC operates as a separate, segregated business unit. As such, any relationships that Computershare and its affiliates maintain do not create an interest of KCC that would be materially adverse to the Debtors' estates or any class of creditors or equity security holders. Computershare is the transfer agent for Veriet, Inc., who is listed as a Material Contract Counter-Party of the Debtors. Additionally, Computershare provides transfer agent or other administrative services to Apache Corporation, Marathon Oil Corporation, Verizon Communications Inc. and Windstream Holdings, Inc. who are listed as parties in interest.

11. To the best of my knowledge and except as disclosed herein, KCC neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed and it is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code as referred to in section 327(a) of the Bankruptcy Code. KCC will supplement its disclosure to the Court if any facts or circumstances are discovered that would require disclosure.

12. Should KCC discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, KCC will use reasonable efforts to file promptly a supplemental affidavit.

13. In performing the services of notice and claims agent, KCC will charge the Debtors the rates set forth in the Services Agreement.

14. Prior to the Petition Date, the Debtors paid KCC a retainer in the amount of \$75,000 (the “**Retainer**”). Through the Application, KCC seeks to first apply the Retainer to all prepetition invoices, which Retainer shall be replenished to the original Retainer amount, and thereafter, to hold such Retainer under the Engagement Agreement during the Debtors’ Chapter 11 Cases as security for the payment of fees and expenses incurred under the Services Agreement.

15. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: December 7, 2020

/s/ Robert Jordan

Robert Jordan  
Senior Managing Director  
Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, 3<sup>rd</sup> Floor  
El Segundo, California 90245  
Telephone: (310) 823-9000

**Exhibit 11**

**KCC Services Agreement**



## KCC AGREEMENT FOR SERVICES

This Agreement is entered into as of the 8<sup>th</sup> day of September 2020, between Superior Energy Services, Inc. (together with its affiliates and subsidiaries, the “Company”),<sup>1</sup> and Kurtzman Carson Consultants LLC (together with its affiliates and subcontractors, “KCC”). In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### **Terms and Conditions**

#### **I. SERVICES**

A. KCC agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. KCC further agrees to provide (i) computer software support and training in the use of the support software, (ii) KCC’s standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the “KCC Fee Structure”).

C. Without limiting the generality of the foregoing, KCC may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by KCC and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the KCC Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by KCC.

E. The Company acknowledges and agrees that KCC will often take direction from the Company’s representatives, employees, agents and/or professionals (collectively, the “Company Parties”) with respect to the services being provided under this Agreement. The parties agree that KCC may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that KCC shall not provide the Company or any other party with any legal advice.

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<sup>1</sup> The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company’s chapter 11 case.

## KCC AGREEMENT FOR SERVICES

### II. PRICES, CHARGES AND PAYMENT

A. KCC agrees to charge and the Company agrees to pay KCC for its services at the rates and prices set by KCC that are in effect as of the date of this Agreement and in accordance with the KCC Fee Structure. KCC's prices are generally adjusted periodically to reflect changes in the business and economic environment and are inclusive of all charges. KCC reserves the right to reasonably increase its prices, charges and rates; provided, however, that if any such increase exceeds 15%, KCC will give thirty (30) days written notice to the Company.

B. In addition to fees and charges for services, the Company agrees to pay KCC's reasonable and documented transportation, lodging, and meal expenses incurred in connection with services provided under this Agreement.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to KCC (i) any fees and charges related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by KCC and the Company, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by KCC or paid by KCC to a taxing authority.

D. Where the Company requires, and requests in writing services that are unusual or beyond the normal business practices of KCC, or are otherwise not provided for in the KCC Fee Structure, the cost of such services shall be charged to the Company at a competitive rate.

E. KCC agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. KCC's invoices will contain reasonably detailed descriptions of charges for both hourly (fees) and non-hourly (expenses) case specific charges. Where total invoice amounts are expected to exceed \$10,000 in any single month and KCC reasonably believes it will not be paid, KCC may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as one and one-half percent (1-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to KCC within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute or any amounts unable to be paid due to Court order or applicable law. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) must be paid at least three (3) days in advance of those fees and expenses being incurred. Certain fees and charges may need to be adjusted due to availability related to the COVID-19 (novel coronavirus) global health issue; provided that KCC agrees to provide prompt written notice to the Company of any increase in fees and/or charges as a result of the foregoing.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that KCC shall be employed pursuant to 28 U.S.C. § 156(c) and section 327 of the Bankruptcy Code to the extent possible and otherwise in accordance with applicable Bankruptcy law and that all amounts due under this Agreement shall, to the extent possible, be paid as administrative expenses of the Company's

## KCC AGREEMENT FOR SERVICES

chapter 11 estate. As soon as practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause pleadings to be filed with the Bankruptcy Court seeking entry of an order or orders approving this Agreement (the “Retention Order”). The form and substance of the pleadings and the Retention Order shall be reasonably acceptable to KCC. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, KCC will continue to be paid for its services in accordance with the terms of this Agreement. The parties recognize and agree that if there is a conflict between the terms of this Agreement and the terms of the Retention Order, the terms of the Retention Order shall govern during the chapter 11 or other proceeding.

G. To the extent permitted by applicable law, KCC shall receive a retainer in the amount of \$75,000 (the “Retainer”) that may be held by KCC as security for the Company’s payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. KCC shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, KCC shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

### III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by KCC pursuant to this Agreement and/or developed during the course of this Agreement by KCC are the sole property of KCC. The term “program” shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or KCC’s performance of its services developed or utilized during the term of this Agreement by KCC shall be the exclusive property of KCC. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company’s use during and in connection with the services provided by KCC under this Agreement.

### IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of KCC during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless KCC provides prior written consent to such solicitation or retention.

### V. CONFIDENTIALITY

Each of KCC and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency

## KCC AGREEMENT FOR SERVICES

or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information.

### VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence, bad faith, actual fraud, or willful misconduct of KCC that causes serious and material harm to the Company's reorganization under chapter 11 of the Bankruptcy Code, or (ii) the failure of the Company to pay KCC invoices for more than sixty (60) days from the date of invoice.

B. In the event that this contract is terminated, regardless of the reason for such termination, KCC shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions and KCC shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with KCC's then existing prices for such services. If such termination occurs following entry of the Retention Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to KCC) that discharges KCC from service and responsibility in the Company's bankruptcy case.

C. Any data, programs, storage media or other materials furnished by the Company to KCC or received by KCC in connection with the services provided under the terms of this Agreement may be retained by KCC until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by KCC. KCC shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay KCC for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized KCC's services under this Agreement for a period of at least ninety (90) days, KCC may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Retention Order, the disposition of any data or media by KCC shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

### VII. SYSTEM IMPROVEMENTS

KCC strives to provide continuous improvements in the quality of service to its clients. KCC, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the KCC data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.

## KCC AGREEMENT FOR SERVICES

### VIII. BANK ACCOUNTS

At the Company's request and subject to Court approval following any chapter 11 filing, KCC may be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company pursuant to KCC's agreement with financial institutions, KCC may receive compensation from such financial institutions for the services KCC provides pursuant to such agreement.

### IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold KCC, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable and documented counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to KCC's performance under this Agreement. Such indemnification shall exclude Losses resulting from KCC's gross negligence, bad faith, actual fraud or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify KCC in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company becomes aware of with respect to the services provided by KCC under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

B. In no event shall either party be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement. In no event shall KCC's liability to the Company for any Losses, whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Company and actually paid to KCC for the services contemplated under the Agreement; provided, however, that this limitation shall not apply to the Company during any chapter 11 case in which the Company is a debtor.

C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to KCC and for the output of such information. KCC does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; KCC bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to KCC.

D. The Company agrees that except as expressly set forth herein, KCC makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

## KCC AGREEMENT FOR SERVICES

### X. FORCE MAJEURE

KCC will not be liable for any delay or failure in performance when such delay or failure arises from circumstances beyond its reasonable control, including without limitation acts of God, acts of government in its sovereign or contractual capacity, acts of public enemy or terrorists, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, pandemics, outbreaks of infectious diseases or any other public health crises, earthquakes, fire, flood, other natural disaster, quarantine or any other employee restrictions, power shortages or failures, utility or communication failure or delays, labor disputes, strikes, or shortages, supply shortages, equipment failures, or software malfunctions.

### XI. INDEPENDENT CONTRACTORS

The Company and KCC are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

### XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:

Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, 3rd Floor  
El Segundo, CA 90245  
Attn: Drake D. Foster  
Tel: (310) 823-9000  
Fax: (310) 823-9133  
E-Mail: dfoster@kccllc.com

Superior Energy Services, Inc.  
1001 Louisiana Street, Suite 2900  
Houston, TX 77002  
Attn: James Spexarth  
Tel: (713) 654-2200  
Fax: (713) 654-2205

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

### XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

### XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this



## KCC AGREEMENT FOR SERVICES

Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of KCC.

### XV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

### XVI. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by KCC to a wholly-owned subsidiary or affiliate of KCC.

### XVII. ATTORNEYS' FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable and documented attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

[SIGNATURE PAGE FOLLOWS]





## KCC AGREEMENT FOR SERVICES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants LLC

A handwritten signature in black ink, appearing to read 'Evan Gershbein', written over a horizontal line.

BY: Evan Gershbein

DATE: 9/18/20  
TITLE: EVP, Corporate Restructuring Services

Superior Energy Services, Inc.

A handwritten signature in blue ink, appearing to read 'Bill Masters', written over a horizontal line.

BY: Bill Masters

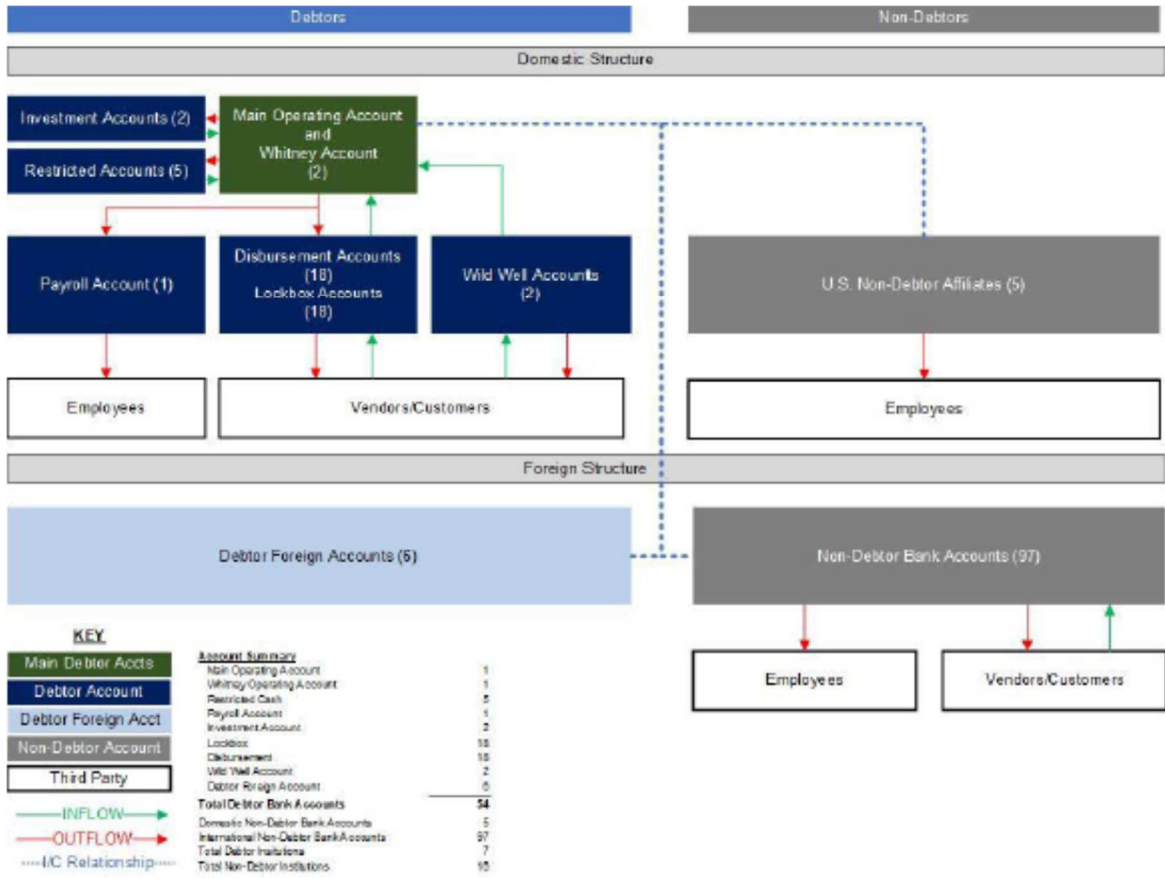
DATE: September 8, 2020

TITLE: Executive Vice President and General Counsel

**Exhibit 12**

**Diagram of Cash Management System**

## SUPERIOR – CASH SCHEMATIC



**Exhibit 13**

**Schedule of Bank Accounts**

**EXHIBIT B****Schedule of Bank Accounts**

<b>Debtor Account Holder</b>	<b>Bank</b>	<b>Account Number</b>	<b>Account Type</b>
SESI, L.L.C.	Wells Fargo	x6990	Main Operating Account
SESI, L.L.C.	Whitney	x1440	Whitney Operating Account
SESI, L.L.C.	Wells Fargo	x6929	Payroll Account
SESI, L.L.C.	Wells Fargo	x7322	Investment Account
SESI, L.L.C.	Bank of America	x6a11	Investment Account
International Snubbing Services, L.L.C.	Wells Fargo	x6843	Lockbox
Complete Energy Services, Inc.	Wells Fargo	x8059	Lockbox
Connection Technology, L.L.C.	Wells Fargo	x5513	Lockbox
H.B. Rentals L.C.	Wells Fargo	x1580	Lockbox
Warrior Energy Services Corporation	Wells Fargo	x1572	Lockbox
Pumpco Energy Services, Inc.	Wells Fargo	x9195	Lockbox
Superior Energy Services, L.L.C.	Wells Fargo	x5837	Lockbox
Superior Inspection Services, L.L.C.	Wells Fargo	x5928	Lockbox

<b>Debtor Account Holder</b>	<b>Bank</b>	<b>Account Number</b>	<b>Account Type</b>
Workstrings International, L.L.C.	Wells Fargo	x6827	Lockbox
Connection Technology, L.L.C.	Whitney	x1319	Lockbox
H.B. Rentals L.C.	Whitney	x0959	Lockbox
International Snubbing Services, L.L.C.	Whitney	x1394	Lockbox
Warrior Energy Services Corporation	Whitney	x0211	Lockbox
Superior Energy Services, L.L.C.	Whitney	x1548	Lockbox
Superior Inspection Services, L.L.C.	Whitney	x4482	Lockbox
Workstrings International, L.L.C.	Whitney	x0131	Lockbox
Stabil Drill Specialties, L.L.C.	Wells Fargo	x6603	Lockbox
Stabil Drill Specialties, L.L.C.	Whitney	x1467	Lockbox
Superior Energy Services, Inc.	JPM	x6882	Disbursement
Complete Energy Services, Inc.	Wells Fargo	x8117	Disbursement

<b>Debtor Account Holder</b>	<b>Bank</b>	<b>Account Number</b>	<b>Account Type</b>
Connection Technology, L.L.C.	Wells Fargo	x1114	Disbursement
H.B. Rentals L.C.	Wells Fargo	x8141	Disbursement
International Snubbing Services, L.L.C.	Wells Fargo	x8156	Disbursement
PumpCo Energy Services, Inc.	Wells Fargo	x9203	Disbursement
SESI, L.L.C..	Wells Fargo	x1452	Disbursement
SPN Well Services, LLC	Wells Fargo	x2621	Disbursement
SPN Well Services, LLC	Wells Fargo	x3651	Disbursement
Superior Energy Services, L.L.C.	Wells Fargo	x9605	Disbursement
Superior Inspection Services, L.L.C.	Wells Fargo	x1047	Disbursement
Warrior Energy Services Corporation	Wells Fargo	x8175	Disbursement
Workstrings International, L.L.C.	Wells Fargo	x0877	Disbursement
Stabil Drill Specialties, L.L.C.	Wells Fargo	x8137	Disbursement
Connection Technology, L.L.C.	Whitney	x1297	Disbursement



<b>Debtor Account Holder</b>	<b>Bank</b>	<b>Account Number</b>	<b>Account Type</b>
CSI Technologies, LLC	Whitney	x5232	Disbursement
H.B. Rentals L.C.	Whitney	x3712	Restricted Cash
International Snubbing Services, L.L.C.	Whitney	x1408	Disbursement
Superior Inspection Services, L.L.C.	Whitney	x8305	Disbursement
SESI, L.L.C.	JPM	x8181	Restricted Cash
SESI, L.L.C.	Wells Fargo	x5200	Restricted Cash
SESI, L.L.C.	BofA	x0001	Restricted Cash
Wild Well Control, Inc.	JPM	x5032	Disbursement
Wild Well Control, Inc.	JPM	x3363	Disbursement
Wild Well Control, Inc.	Whitney	x0325	Restricted Cash
International Snubbing Services, L.L.C.	International Bank of Azerbaijan	4006x	Debtor Foreign Account
International Snubbing Services, L.L.C.	International Bank of Azerbaijan	4016x	Debtor Foreign Account
Warrior Energy Services Corporation	National Bank of Kuwait	x0675	Debtor Foreign Account
Warrior Energy Services Corporation	National Bank of Kuwait	x9546	Debtor Foreign Account

Debtor Account Holder	Bank	Account Number	Account Type
Wild Well Control, Inc.	Sparebank	x0313	Debtor Foreign Account
Wild Well Control, Inc.	Sparebank	x9927	Debtor Foreign Account

**Exhibit 14**

**Disclosure Statement**

## SOLICITATION VERSION

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

-----	X	
<b>In re:</b>	:	Chapter 11
	:	
<b>SUPERIOR ENERGY SERVICES, INC., et al.,<sup>1</sup></b>	:	Case No. 20-35812 (DRJ)
	:	
<b>Debtors.</b>	:	(Joint Administration Requested)
	:	
-----	X	

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**DISCLOSURE STATEMENT FOR THE JOINT PREPACKAGED  
PLAN OF REORGANIZATION FOR SUPERIOR ENERGY SERVICES, INC. AND ITS  
AFFILIATE DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

---

**HUNTON ANDREWS KURTH LLP**

Timothy A. (“Tad”) Davidson II (TX Bar No. 24012503)  
 Ashley L. Harper (TX Bar No. 24065272)  
 Philip M. Guffy (TX Bar No. 24113705)  
 600 Travis Street, Suite 4200  
 Houston, Texas 77002  
 Telephone: 713-220-4200  
 Facsimile: 713-220-4285

**LATHAM & WATKINS LLP**

George A. Davis (*pro hac vice* pending)  
 Keith A. Simon (*pro hac vice* pending)  
 George Klidonas (*pro hac vice* pending)  
 885 Third Avenue  
 New York, New York 10022  
 Telephone: (212) 906-1200  
 Facsimile: (212) 751-4864

Dated: December 7, 2020

Houston, Texas

---

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Superior Energy Services, Inc. (9388), SESI, L.L.C. (4124), Superior Energy Services-North America Services, Inc. (5131), Complete Energy Services, Inc. (9295), Warrior Energy Services Corporation (9424), SPN Well Services, Inc. (2682), Pumpco Energy Services, Inc. (7310), 1105 Peters Road, L.L.C. (4198), Connection Technology, L.L.C. (4128), CSI Technologies, LLC (6936), H.B. Rentals, L.C. (7291), International Snubbing Services, L.L.C. (4134), Stabil Drill Specialties, L.L.C. (4138), Superior Energy Services, L.L.C. (4196), Superior Inspection Services, L.L.C. (4991), Wild Well Control, Inc. (3477), Workstrings International, L.L.C. (0390). The Debtors’ address is 1001 Louisiana Street, Suite 2900, Houston, Texas 77002.

THIS SOLICITATION OF VOTES (THE “SOLICITATION”) IS BEING CONDUCTED TO OBTAIN SUFFICIENT VOTES TO ACCEPT THE PLAN (AS DEFINED BELOW) BEFORE THE FILING OF VOLUNTARY REORGANIZATION CASES UNDER CHAPTER 11 OF TITLE 11 OF THE UNITED STATES CODE (THE “BANKRUPTCY CODE”). BECAUSE THE CHAPTER 11 CASES HAVE NOT YET BEEN COMMENCED, THIS DISCLOSURE STATEMENT HAS NOT BEEN APPROVED BY THE BANKRUPTCY COURT AS CONTAINING ADEQUATE INFORMATION WITHIN THE MEANING OF SECTION 1125(a) OF THE BANKRUPTCY CODE. FOLLOWING THE COMMENCEMENT OF THE CHAPTER 11 CASE, THE DEBTORS EXPECT TO PROMPTLY SEEK ORDERS OF THE BANKRUPTCY COURT (I) APPROVING THIS DISCLOSURE STATEMENT AS CONTAINING ADEQUATE INFORMATION, (II) APPROVING THE SOLICITATION OF VOTES AS BEING IN COMPLIANCE WITH SECTIONS 1125 AND 1126(b) OF THE BANKRUPTCY CODE, AND (III) CONFIRMING THE PLAN (AS DEFINED BELOW).

DISCLOSURE STATEMENT, DATED DECEMBER 7, 2020

Solicitation of Votes  
on the Plan of Reorganization of

SUPERIOR ENERGY SERVICES, INC., *ET AL.*

from the holders of outstanding

PREPETITION NOTES CLAIMS  
GENERAL UNSECURED CLAIMS AGAINST SUPERIOR ENERGY SERVICES, INC.

**THE VOTING DEADLINE FOR HOLDERS OF CLAIMS IN VOTING CLASSES IS 5:00 P.M. PREVAILING CENTRAL TIME ON JANUARY 8, 2021 (UNLESS THE DEBTORS EXTEND THE VOTING DEADLINE).**

**THE VOTING RECORD DATE FOR DETERMINING WHICH HOLDERS OF CLAIMS IN VOTING CLASSES MAY VOTE ON THE PLAN IS DECEMBER 3, 2020 (THE “VOTING RECORD DATE”).**

**TO BE COUNTED AS A VOTE TO ACCEPT OR REJECT THE PLAN, THE VOTING AND CLAIMS AGENT MUST ACTUALLY RECEIVE YOUR BALLOT ON OR BEFORE THE VOTING DEADLINE.**

**THE DEBTORS ANTICIPATE COMMENCING THE CHAPTER 11 CASES ON DECEMBER 7, 2020 WITH AN EXPECTED FIRST DAY HEARING ON OR AROUND DECEMBER 8, 2020. A SEPARATE NOTICE OF THE FIRST DAY HEARING WILL BE MAILED TO ALL KNOWN HOLDERS OF PREPETITION NOTES CLAIMS AGAINST THE DEBTORS. IF YOU DO NOT RECEIVE A NOTICE, PLEASE CONTACT UNDERSIGNED COUNSEL IMMEDIATELY OR CONSULT THE CASE**

WEBSITE MAINTAINED BY KURTZMAN CARSON CONSULTANTS LLC AT  
WWW.KCCLLC.NET/SUPERIOR.

#### RECOMMENDATION BY THE DEBTORS

The Board of Directors of Superior Energy Services, Inc. and the other governing bodies of each of its affiliated Debtors have unanimously approved the transactions contemplated by the Solicitation and the Plan and recommend that all creditors whose votes are being solicited submit ballots to accept the Plan. Holders of over 66.67% in outstanding principal amount of the Prepetition Notes Claims (as defined herein) entitled to vote on the Plan (the “**Consenting Noteholders**”) have already agreed, subject to the terms and conditions of the Restructuring Support Agreement, to vote in favor of the Plan.

#### **IMPORTANT INFORMATION FOR YOU TO READ**

**THE DEBTORS ARE PROVIDING THE INFORMATION IN THIS DISCLOSURE STATEMENT FOR THE PURPOSE OF SOLICITING VOTES TO ACCEPT THE PLAN. NOTHING IN THIS DISCLOSURE STATEMENT MAY BE RELIED UPON OR USED BY ANY ENTITY FOR ANY PURPOSE OTHER THAN TO DETERMINE HOW TO VOTE ON THE PLAN.**

**THIS DISCLOSURE STATEMENT HAS BEEN PREPARED PURSUANT TO SECTIONS 1125 AND 1126(B) OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 3016. THE SECURITIES DESCRIBED HEREIN WILL BE ISSUED TO CREDITORS WITHOUT REGISTRATION UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR ANY SIMILAR FEDERAL, STATE OR LOCAL LAW, AND WILL INSTEAD BE ISSUED PURSUANT TO EXEMPTIONS SET FORTH IN SECTION 1145 OF THE BANKRUPTCY CODE AND/OR SECTION 4(A)(2) OF THE SECURITIES ACT OR OTHER APPLICABLE EXEMPTIONS. THE DEBTORS RECOMMEND THAT POTENTIAL RECIPIENTS OF ANY SECURITIES PURSUANT TO THE PLAN CONSULT THEIR OWN LEGAL COUNSEL CONCERNING SUCH RECIPIENTS’ ABILITY TO RECEIVE SECURITIES PURSUANT TO ANY SUCH EXEMPTION AND CERTAIN RESTRICTIONS ON TRANSFER OF ANY SUCH SECURITIES SO RECEIVED.**

**THE SOLICITATION OF VOTES ON THE PLAN WITH RESPECT TO PREPETITION NOTES CLAIMS IS BEING MADE PURSUANT TO SECTION 4(A)(2) OF THE SECURITIES ACT AND REGULATION D PROMULGATED THEREUNDER AND ONLY WITH RESPECT TO HOLDERS OF SUCH CLAIMS THAT ARE ELIGIBLE HOLDERS OF PREPETITION NOTES CLAIMS AS DESCRIBED HEREIN; *PROVIDED, HOWEVER*, THAT ALL HOLDERS OF ALLOWED PREPETITION NOTES CLAIMS WILL BE ENTITLED TO RECEIVE DISTRIBUTIONS UNDER THE PLAN.**

**THE RIGHTS OFFERING WILL BE CONDUCTED PURSUANT TO SEPARATE RIGHTS OFFERING PROCEDURES. ANY DISCLOSURE CONTAINED HEREIN CONCERNING THE RIGHTS OFFERING IS SOLELY FOR INFORMATION**

PURPOSES AND IS NOT AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY SUBSCRIPTION RIGHTS. HOLDERS OF PREPETITION NOTES CLAIMS ARE ADVISED TO CAREFULLY READ THE TERMS OF THE PLAN AND DISCLOSURE STATEMENT WITH RESPECT TO THE RIGHTS OFFERING. IF THE EQUITY RIGHTS OFFERING IS CONSUMMATED, THE DEFAULT TREATMENT FOR HOLDERS OF PREPETITION NOTES CLAIMS THAT ARE NOT PARTY TO THE RESTRUCTURING SUPPORT AGREEMENT UNDER THE PLAN IS A CASH PAYOUT, WHICH IS DEFINED UNDER THE PLAN AS AN AGGREGATE AMOUNT EQUAL TO 2.00% OF THE PRINCIPAL DUE UNDER THE PREPETITION NOTES HELD BY ALL CASH PAYOUT NOTEHOLDERS.

THE NEW COMMON STOCK AND ANY OTHER NEW SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (“SEC”) OR BY ANY STATE SECURITIES COMMISSION OR SIMILAR PUBLIC, GOVERNMENTAL, OR REGULATORY AUTHORITY, AND NEITHER THE SEC NOR ANY AUTHORITY HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT OR UPON THE MERITS OF THE PLAN (AS DEFINED BELOW). THIS DOCUMENT IS NOT A PROSPECTUS WITHIN THE MEANING OF THE EU PROSPECTUS DIRECTIVE (DIRECTIVE 2003/71/EC), AS AMENDED, THE EU PROSPECTUS REGULATION (REGULATION (EU) 2017/1129) OR ANY IMPLEMENTING LEGISLATION OR RULES RELATING THERETO OF ANY MEMBER STATE OF THE EUROPEAN ECONOMIC AREA. THIS DOCUMENT HAS NOT BEEN APPROVED OR REVIEWED BY ANY COMPETENT AUTHORITY OR REGULATORY AUTHORITY OF ANY MEMBER STATE OF THE EUROPEAN ECONOMIC AREA. NO OFFER OF SECURITIES TO THE PUBLIC IS MADE, OR WILL BE MADE IN ANY MEMBER STATE OF THE EUROPEAN ECONOMIC AREA THAT REQUIRES THE PUBLICATION OF A PROSPECTUS WITHIN THE MEANING OF THE EU PROSPECTUS DIRECTIVE, AS AMENDED, OR THE EU PROSPECTUS REGULATION.

CERTAIN STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT, INCLUDING STATEMENTS INCORPORATED BY REFERENCE AND PROJECTED FINANCIAL INFORMATION, ARE FORWARD-LOOKING STATEMENTS AND ARE BASED ON ESTIMATES AND ASSUMPTIONS. THERE CAN BE NO ASSURANCE THAT SUCH STATEMENTS WILL BE REFLECTIVE OF ACTUAL OUTCOMES. FORWARD-LOOKING STATEMENTS ARE PROVIDED IN THIS DISCLOSURE STATEMENT PURSUANT TO THE SAFE HARBOR ESTABLISHED UNDER THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995 AND SHOULD BE EVALUATED IN THE CONTEXT OF THE ESTIMATES, ASSUMPTIONS, UNCERTAINTIES, AND RISKS DESCRIBED HEREIN.

FURTHER, WHILE THE DEBTORS BELIEVE THE ASSUMPTIONS ON WHICH THE FORWARD-LOOKING STATEMENTS HEREIN ARE BASED ARE REASONABLE, READERS ARE CAUTIONED AGAINST RELYING ON ANY FORWARD-LOOKING STATEMENTS AS IT IS VERY DIFFICULT TO PREDICT THE IMPACT OF KNOWN FACTORS, AND IT IS IMPOSSIBLE TO ANTICIPATE ALL FACTORS THAT COULD



AFFECT ACTUAL RESULTS. IMPORTANT FACTORS THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE IN THE FORWARD-LOOKING STATEMENTS HEREIN INCLUDE, BUT ARE NOT LIMITED TO, THE ABILITY TO CONFIRM AND CONSUMMATE A PLAN OF REORGANIZATION IN ACCORDANCE WITH THE TERMS OF THE RESTRUCTURING SUPPORT AGREEMENT (AS DEFINED BELOW); RISKS ATTENDANT TO THE BANKRUPTCY PROCESS, INCLUDING THE DEBTORS' ABILITY TO OBTAIN THE APPROVAL OF THE BANKRUPTCY COURT WITH RESPECT TO MOTIONS FILED IN THE CASES, THE OUTCOMES OF BANKRUPTCY CASES AND THE LENGTH OF TIME THAT THE DEBTORS MAY BE REQUIRED TO OPERATE IN BANKRUPTCY; THE EFFECTIVENESS OF THE OVERALL RESTRUCTURING ACTIVITIES AND ANY ADDITIONAL STRATEGIES THAT THE DEBTORS EMPLOY TO ADDRESS LIQUIDITY AND CAPITAL RESOURCES; THE ACTIONS AND DECISIONS OF CREDITORS, REGULATORS AND OTHER THIRD PARTIES THAT HAVE AN INTEREST IN THE CASES, WHICH MAY INTERFERE WITH THE ABILITY TO CONFIRM AND CONSUMMATE A PLAN OF REORGANIZATION; RESTRICTIONS ON THE DEBTORS DUE TO THE TERMS OF ANY DEBTOR-IN-POSSESSION CREDIT FACILITY ENTERED INTO IN CONNECTION WITH THE BANKRUPTCY CASES AND RESTRICTIONS IMPOSED BY THE BANKRUPTCY COURT; THE DEBTORS' ABILITY TO REALIZE THE COST SAVINGS AND BUSINESS ENHANCEMENTS FROM THEIR RESTRUCTURING EFFORTS; THE DEBTORS' ABILITY TO INVEST IN THEIR BUSINESSES IN ACCORDANCE WITH THEIR FORECASTED CAPITAL EXPENDITURE BUDGET; A WEAKENING OF GLOBAL ECONOMIC AND FINANCIAL CONDITIONS CAUSED BY GLOBAL HEALTH CRISES OR OTHERWISE, CHANGES IN GOVERNMENTAL REGULATIONS AND RELATED COMPLIANCE AND LITIGATION COSTS AND THE OTHER FACTORS LISTED IN THE DEBTORS' SEC FILINGS. THE DEBTORS ARE UNDER NO OBLIGATION TO (AND EXPRESSLY DISCLAIM ANY OBLIGATION TO) UPDATE OR ALTER ANY FORWARD-LOOKING STATEMENTS WHETHER AS A RESULT OF NEW INFORMATION, FUTURE EVENTS, OR OTHERWISE, UNLESS INSTRUCTED TO DO SO BY THE BANKRUPTCY COURT.

HOLDERS OF ALLOWED GENERAL UNSECURED CLAIMS AGAINST ANY AFFILIATE DEBTORS WILL NOT BE IMPAIRED BY THE PLAN AND, AS A RESULT, THE RIGHT TO RECEIVE PAYMENT IN FULL ON ACCOUNT OF EXISTING OBLIGATIONS IN RESPECT OF SUCH CLAIMS IS NOT ALTERED BY THE PLAN. HOLDERS OF ALLOWED GENERAL UNSECURED CLAIMS AGAINST SUPERIOR ENERGY SERVICES, INC. (THE "PARENT") ARE IMPAIRED BY THE PLAN. DURING THE CHAPTER 11 CASES, THE DEBTORS INTEND TO OPERATE THEIR BUSINESSES IN THE ORDINARY COURSE.

THE PLAN PROVIDES THAT HOLDERS OF IMPAIRED CLAIMS ENTITLED TO VOTE WHO DO NOT SUBMIT A BALLOT VOTING TO ACCEPT OR REJECT THE PLAN, WHO VOTE TO ACCEPT THE PLAN, OR WHO VOTE TO REJECT THE PLAN BUT DO NOT OPT-OUT OF THE RELEASE PROVISIONS OF THE PLAN ARE DEEMED TO HAVE GRANTED THE RELEASES THEREIN.

**NO LEGAL OR TAX ADVICE IS PROVIDED TO YOU BY THIS DISCLOSURE STATEMENT. THE DEBTORS URGE EACH HOLDER OF A CLAIM AGAINST THE DEBTORS TO CONSULT WITH ITS OWN ADVISORS WITH RESPECT TO ANY LEGAL, FINANCIAL, SECURITIES, TAX OR BUSINESS ADVICE IN REVIEWING THIS DISCLOSURE STATEMENT, THE PLAN AND EACH OF THE PROPOSED TRANSACTIONS CONTEMPLATED THEREBY. FURTHERMORE, THE BANKRUPTCY COURT'S APPROVAL OF THE ADEQUACY OF DISCLOSURE CONTAINED IN THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL OF THE PLAN.**

**IT IS THE DEBTORS' POSITION THAT THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE, AND MAY NOT BE CONSTRUED AS, AN ADMISSION OF FACT, LIABILITY, STIPULATION OR WAIVER. RATHER, THIS DISCLOSURE STATEMENT SHALL CONSTITUTE A STATEMENT MADE IN SETTLEMENT NEGOTIATIONS RELATED TO CONTESTED MATTERS, ADVERSARY PROCEEDINGS AND OTHER PENDING OR THREATENED LITIGATION OR ACTIONS.**

**NO RELIANCE SHOULD BE PLACED ON THE FACT THAT A PARTICULAR LITIGATION CLAIM OR PROJECTED OBJECTION TO A PARTICULAR CLAIM IS, OR IS NOT, IDENTIFIED IN THE DISCLOSURE STATEMENT. THE DEBTORS OR THE REORGANIZED DEBTORS MAY SEEK TO INVESTIGATE, FILE AND PROSECUTE CLAIMS AND MAY OBJECT TO CLAIMS AFTER THE CONFIRMATION OR EFFECTIVE DATE OF THE PLAN IRRESPECTIVE OF WHETHER THE DISCLOSURE STATEMENT IDENTIFIES ANY SUCH CLAIMS OR OBJECTIONS TO CLAIMS.**

**IN REVIEWING THIS DISCLOSURE STATEMENT AND THE PLAN, AND IN DETERMINING WHETHER TO VOTE IN FAVOR OF OR AGAINST, OR TO OBJECT TO CONFIRMATION OF, THE PLAN, CREDITORS, EQUITY INTEREST HOLDERS AND STAKEHOLDERS SHOULD BE AWARE THAT THE PLAN PRESERVES ALL CAUSES OF ACTION (INCLUDING AVOIDANCE ACTIONS) AND THAT THE PLAN AUTHORIZES THE REORGANIZED DEBTORS TO PROSECUTE THE SAME, EXCEPT AS OTHERWISE SET FORTH IN THE PLAN.**

**THIS DISCLOSURE STATEMENT CONTAINS, AMONG OTHER THINGS, SUMMARIES OF THE PLAN, CERTAIN STATUTORY PROVISIONS, CERTAIN EXPECTED EVENTS IN THE DEBTORS' TO-BE-FILED CHAPTER 11 CASES AND CERTAIN DOCUMENTS RELATED TO THE PLAN THAT ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE. ALTHOUGH THE DEBTORS BELIEVE THAT THESE SUMMARIES ARE FAIR AND ACCURATE, THESE SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY TO THE EXTENT THAT THE SUMMARIES DO NOT SET FORTH THE ENTIRE TEXT OF SUCH DOCUMENTS OR STATUTORY PROVISIONS OR EVERY DETAIL OF SUCH EVENTS. IN THE EVENT OF ANY CONFLICT, INCONSISTENCY OR DISCREPANCY BETWEEN A DESCRIPTION IN THIS DISCLOSURE STATEMENT AND THE TERMS AND PROVISIONS OF THE PLAN OR ANY OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE, THE PLAN OR SUCH OTHER DOCUMENTS WILL**

**GOVERN AND CONTROL FOR ALL PURPOSES. EXCEPT WHERE OTHERWISE SPECIFICALLY NOTED, FACTUAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS BEEN PROVIDED BY THE DEBTORS' MANAGEMENT. THE DEBTORS DO NOT REPRESENT OR WARRANT THAT THE INFORMATION CONTAINED HEREIN OR ATTACHED HERETO IS WITHOUT ANY MATERIAL INACCURACY OR OMISSION.**

**THE DEBTORS' MANAGEMENT HAS REVIEWED THE FINANCIAL INFORMATION PROVIDED IN THIS DISCLOSURE STATEMENT. ALTHOUGH THE DEBTORS HAVE USED THEIR REASONABLE BUSINESS JUDGMENT TO ENSURE THE ACCURACY OF THIS FINANCIAL INFORMATION, THE FINANCIAL INFORMATION CONTAINED IN, OR INCORPORATED BY REFERENCE INTO, THIS DISCLOSURE STATEMENT HAS NOT BEEN AUDITED (UNLESS EXPRESSLY PROVIDED HEREIN).**

**THE DEBTORS ARE MAKING THE STATEMENTS AND PROVIDING THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AS OF THE DATE HEREOF WHERE FEASIBLE, UNLESS OTHERWISE SPECIFICALLY NOTED. ALTHOUGH THE DEBTORS MAY SUBSEQUENTLY UPDATE THE INFORMATION IN THIS DISCLOSURE STATEMENT, THE DEBTORS HAVE NO AFFIRMATIVE DUTY TO DO SO. HOLDERS OF CLAIMS REVIEWING THIS DISCLOSURE STATEMENT SHOULD NOT INFER THAT, AT THE TIME OF THEIR REVIEW, THE FACTS SET FORTH HEREIN HAVE NOT CHANGED SINCE THE DISCLOSURE STATEMENT WAS FILED. THE DEBTORS HAVE NOT AUTHORIZED ANY ENTITY TO GIVE ANY INFORMATION ABOUT OR CONCERNING THE PLAN OTHER THAN THAT WHICH IS CONTAINED IN THIS DISCLOSURE STATEMENT. THE DEBTORS HAVE NOT AUTHORIZED ANY REPRESENTATIONS CONCERNING THE DEBTORS OR THE VALUE OF THEIR PROPERTY OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT.**

**HOLDERS OF CLAIMS AGAINST THE DEBTORS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN MUST RELY ON THEIR OWN EVALUATION OF THE DEBTORS AND THEIR OWN ANALYSES OF THE TERMS OF THE PLAN IN DECIDING WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN. IMPORTANTLY, PRIOR TO DECIDING WHETHER AND HOW TO VOTE ON THE PLAN, EACH HOLDER OF A CLAIM IN A VOTING CLASS SHOULD REVIEW THE PLAN IN ITS ENTIRETY AND CONSIDER CAREFULLY ALL OF THE INFORMATION IN THIS DISCLOSURE STATEMENT AND ANY EXHIBITS HERETO, INCLUDING THE RISK FACTORS DESCRIBED IN GREATER DETAIL IN SECTION V HEREIN, "PLAN-RELATED RISK FACTORS."**

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## **EXHIBITS**

- EXHIBIT A: Plan of Reorganization
- EXHIBIT B: Restructuring Support Agreement
- EXHIBIT C: Liquidation Analysis
- EXHIBIT D: Financial Projections
- EXHIBIT E: Valuation Analysis
- EXHIBIT F: Organizational Structure Chart
- EXHIBIT G: Guarantee Claims

<p>THE DEBTORS HEREBY ADOPT AND INCORPORATE EACH EXHIBIT ATTACHED TO THIS DISCLOSURE STATEMENT BY REFERENCE AS THOUGH FULLY SET FORTH HEREIN.</p>
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## I. EXECUTIVE SUMMARY

The Parent, a publicly-traded Delaware corporation, is the ultimate parent of all of the Debtor companies in these Chapter 11 Cases (the “**Debtors**”) and their non-debtor affiliates (together with the Debtors, the “**Company**”). The Debtors submit this Disclosure Statement pursuant to section 1125 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended from time to time, the “**Bankruptcy Code**”) and other applicable law, in connection with the solicitation of votes (the “**Solicitation**”) on the *Joint Prepackaged Plan of Reorganization for Superior Energy Services, Inc. and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* dated December 7, 2020 (the “**Plan**”).<sup>2</sup> Subject to the approval of the Board of Directors of the Parent, the Debtors anticipate filing voluntary petitions for relief under chapter 11 in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “**Bankruptcy Court**”) on or around December 7, 2020 (the “**Chapter 11 Cases**”). A copy of the Plan is attached hereto as Exhibit A.

The Debtors anticipate commencing the Chapter 11 Cases on December 7, 2020 with an expected first day hearing on or around December 8, 2020.

The Debtors are commencing this Solicitation to implement a comprehensive financial restructuring to deleverage the Company’s balance sheet to ensure the long-term viability of the Debtors’ enterprise. As a result of extensive negotiations, as of the date hereof, the Debtors and the Holders of approximately 85% of the Prepetition Notes (the “**Consenting Noteholders**”) are party to that certain Amended and Restated Restructuring Support Agreement dated as of December 4, 2020 (as amended, modified, or supplemented, the “**Restructuring Support Agreement**”) and the original Restructuring Support Agreement, entered into on September 29, 2020, the “**Original Restructuring Support Agreement**”), and a copy of the Restructuring Support Agreement is attached hereto as Exhibit B. Under the terms of the Restructuring Support Agreement, the Consenting Noteholders have agreed, subject to the terms and conditions of the Restructuring Support Agreement, to support a restructuring of the Debtors’ existing capital structure in chapter 11 (the “**Restructuring**”) and vote to accept the Plan.

There are two groups whose votes for acceptance of the Plan are being solicited:

- Holders of Prepetition Notes Claims; and
- Holders of General Unsecured Claims Against the Parent.

The Restructuring as contemplated in the Plan results in a significant deleveraging of the Debtors’ capital structure. The Debtors’ funded debt will be reduced by approximately \$1.30 billion, which will allow the Debtors to focus on long-term growth prospects and their competitive position in the market, which will in turn allow the Debtors to emerge from these Chapter 11 Cases as a stronger company.

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<sup>2</sup> All capitalized terms used but not defined herein shall have the meanings set forth in the Plan. To the extent that a definition of a term in the text of this Disclosure Statement and the definition of such term in the Plan are inconsistent, the definition included in the Plan shall control and govern.



Pursuant to section 1126(b) of the Bankruptcy Code, prior to commencement of a prepackaged chapter 11 case, the Solicitation of votes for acceptance or rejection of a plan must (i) comply with any applicable non-bankruptcy law, rule or regulation governing the adequacy of disclosure in connection with such Solicitation or (ii) if there is no such law, rule or other regulation, must contain adequate information as defined in section 1125(a) of the Bankruptcy Code. Pursuant to section 1125(a) of the Bankruptcy Code, “adequate information” is information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment regarding the plan. To satisfy applicable disclosure requirements, the Debtors are submitting this Disclosure Statement to Holders of Claims who are Impaired and not deemed to have rejected the Plan.

Section 1125(g) of the Bankruptcy Code allows for the Solicitation of votes from holders prior to commencement of a chapter 11 case if such solicitation complies with applicable nonbankruptcy law and if such holder was solicited before the commencement of the case in a manner complying with applicable nonbankruptcy law.

The Solicitation of **Eligible Holders** of Prepetition Notes, meaning Holders of Prepetition Notes who are “accredited investors” (within the meaning of Rule 501(a) under the Securities Act) or “qualified institutional buyers” (within the meaning of Rule 144A of the Securities Act), is being conducted at this time, **prior to the commencement of the Chapter 11 Cases**, to obtain sufficient acceptances to enable the Plan to be confirmed by the Bankruptcy Court pursuant to the provisions of the Bankruptcy Code. The Solicitation of remaining Holders of Prepetition Notes and of Holders of General Unsecured Claims against the Parent will commence **after the commencement of the Chapter 11 Cases**. The Debtors believe that this Solicitation will minimize the disruption of their business that could result from a traditional bankruptcy case, which could be contested and protracted. The Debtors also believe that the Solicitation of such Eligible Holders of Prepetition Notes prior to the commencement of the Chapter 11 Cases will minimize postpetition disputes, and will significantly simplify, shorten, and reduce the administrative costs of the Chapter 11 Cases.

This Executive Summary is being provided as an overview of the material items addressed in the Disclosure Statement and the Plan, which is qualified by reference to the entire Disclosure Statement and by the actual terms of the Plan (and including all exhibits attached hereto and to the Plan), and should not be relied upon for a comprehensive discussion of the Disclosure Statement and/or the Plan. This Disclosure Statement includes, without limitation, information about:

- the Debtors’ operating and financial history;
- background information, including the events leading up to the Restructuring, including the expected commencement of the Chapter 11 Cases;
- the significant events that are expected to occur during the Chapter 11 Cases;
- the Confirmation process and the solicitation and voting procedures that Holders of Claims who are entitled to vote on the Plan must follow for their votes to be counted;
- the terms and provisions of the Plan, including certain effects of confirmation of the Plan, certain risk factors relating to the Debtors or the Reorganized Debtors, the Plan

and the securities to be issued under the Plan and the manner in which distributions will be made under the Plan; and

- the proposed organization, operations and financing of the Reorganized Debtors if the Plan is confirmed and becomes effective.

## **A. PURPOSE AND EFFECT OF THE PLAN**

### **1. Plan of Reorganization Under Chapter 11 of the Bankruptcy Code**

The Debtors are reorganizing pursuant to chapter 11 of the Bankruptcy Code, which is the principal business reorganization chapter of the Bankruptcy Code. As a result, the confirmation of the Plan means that the Reorganized Debtors will continue to operate their businesses going forward and does not mean that the Debtors will be liquidated or forced to go out of business. Additionally, as discussed in greater detail in Section IV.J herein, titled “Binding Nature of the Plan,” a bankruptcy court’s confirmation of a plan binds debtors, any entity acquiring property under the plan, any holder of a claim or equity interest in a debtor and all other entities as may be ordered by the bankruptcy court in accordance with the applicable provisions of the Bankruptcy Code to the terms and conditions of the confirmed plan, whether or not such entity voted on the particular plan or affirmatively voted to reject the plan.

### **2. Financial Restructurings Under the Plan**

The Plan contemplates certain transactions, including, without limitation, the following transactions (described in greater detail in Section IV herein):

- each Holder of Allowed DIP Super-Priority Claims will receive payment in full in Cash from the proceeds of each Exit Facility, and the DIP Liens will be deemed discharged, released, and terminated for all purposes without further action of or by any Person or Entity, or will be deemed by the Confirmation Order to continue so as to secure the Exit Facility, as the case may be; provided that the DIP Contingent Obligations will survive the Effective Date on an unsecured basis and will be paid by the Reorganized Debtors as and when due, provided further that any Allowed DIP Super-Priority Claims related to letters of credit issued and outstanding as of the Effective Date, or to cash management obligations or hedging obligations in existence on the Effective Date, may be deemed outstanding under the Exit ABL Facility or receive such other treatment as may be acceptable to the Debtors, the DIP Agent and the Required Consenting Noteholders;
- each Holder of an Allowed Prepetition Credit Agreement Claim will have their claims
  - (i) in respect of letters of credit, 105% cash collateralized,
  - (ii) deemed outstanding under the Exit ABL Facility, or
  - (iii) receive such other treatment as may be acceptable to the Debtors, the Prepetition Credit Agreement Agent, the Issuing Lenders if applicable (as defined in the Prepetition Credit Agreement) and the Required Consenting Noteholders;

- each Holder of a Prepetition Notes Claim against the Parent will receive its Pro Rata share (calculated together with the Claims in Class 6) of the \$125,000 Parent GUC Recovery Cash Pool; *provided* that the Holders of the Prepetition Notes Claims against the Parent will waive any distribution from the Parent GUC Recovery Cash Pool;
- each Holder of a General Unsecured Claim against the Parent will receive its Pro Rata share (calculated together with the Claims in Class 5) of the \$125,000 Parent GUC Recovery Cash Pool;
- each Holder of an Allowed Prepetition Notes Claim against any Affiliate Debtor will receive its Pro Rata share of
  - (i) the Cash Payout, or
  - (ii) solely to the extent that such Holder timely and validly elects to be a Cash Opt-Out Noteholder on the Ballot provided to such Holder or is otherwise deemed to be a Cash Opt-Out Noteholder, (A) 100% of the New Common Stock Pool, subject to dilution from and after the Effective Date on account of the New MIP Equity, and (B), to the extent such Holder is an Accredited Cash Opt-Out Noteholder, Subscription Rights;

**HOLDERS OF PREPETITION NOTES CLAIMS ARE ADVISED THAT, IF THE EQUITY RIGHTS OFFERING IS CONSUMMATED, THE DEFAULT TREATMENT FOR HOLDERS OF PREPETITION NOTES CLAIMS THAT ARE NOT PARTY TO THE RESTRUCTURING SUPPORT AGREEMENT UNDER THE PLAN IS A CASH PAYOUT, WHICH IS DEFINED UNDER THE PLAN AS AN AGGREGATE AMOUNT EQUAL TO 2.00% OF THE PRINCIPAL DUE UNDER THE PREPETITION NOTES HELD BY ALL CASH PAYOUT NOTEHOLDERS. IF HOLDERS OF PREPETITION NOTES CLAIMS WISH TO RECEIVE A PRO RATA SHARE OF THE NEW COMMON STOCK INSTEAD OF A CASH RECOVERY, THEY MUST AFFIRMATIVELY OPT OUT OF THE CASH PAYOUT ON THE BALLOT PROVIDED TO THEM. CONSUMMATION OF THE EQUITY RIGHTS OFFERING AND DELIVERY OF ANY CASH PAYOUT IS CONTINGENT UPON THE CONSENT OF THE REQUIRED CONSENTING NOTEHOLDERS. IN THE EVENT THE EQUITY RIGHTS OFFERING IS NOT CONSUMMATED, THEN NO CASH PAYOUT WILL BE MADE TO ANY CASH PAYOUT NOTEHOLDER AND SUCH HOLDER WILL RECEIVE THE TREATMENT SUCH HOLDER WOULD RECEIVE IF SUCH HOLDER WERE A CASH OPT-OUT NOTEHOLDER.**

- the legal, equitable, and contractual rights of the Holders of General Unsecured Claims against any Affiliate Debtors are unaltered by the Plan;
- the Intercompany Claims will be adjusted, reinstated, compromised, or cancelled in such manner as is acceptable to the Required Consenting Noteholders, in consultation with the Debtors;

- the Old Parent Interests will be discharged and terminated on and as of the Effective Date without any distribution or retaining any property on account of such Equity Interests;
- the Intercompany Equity Interests will remain effective and outstanding on the Effective Date and will be owned and held by the same applicable Person or Entity that held and/or owned such Intercompany Equity Interests immediately prior to the Effective Date;
- the 510(b) Equity Claims will be discharged and terminated on the Effective Date without any distribution or retaining any property on account of such Claims; and
- the legal, equitable, and contractual rights of the Holders of Allowed Other Priority Claims, Allowed Other Secured Claims, and Allowed Secured Tax Claims will be unaltered by the Plan.

### 3. Effect of the Plan on Debtors' Capital Structure

The expected effect of the Restructuring on the Debtors' capital structure is summarized as follows:

Pre-Petition Capital Structure		Reorganized Capital Structure	
Prepetition Credit Agreement	\$0 <sup>3</sup>	Exit Facility (undrawn on Effective Date)	Up to \$120,000,000
Prepetition Notes	\$1,335,800,000		
Total Funded Debt	\$1, 335,800,000	Total Funded Debt	Up to \$120,000,000

## B. CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS UNDER THE PLAN

The following table provides a summary of the classification and treatment of Claims and Equity Interests and the potential distributions to Holders of Allowed Claims under the Plan.

**THE PROJECTED RECOVERIES SET FORTH IN THE TABLE BELOW ARE ESTIMATES ONLY AND THEREFORE ARE SUBJECT TO CHANGE. FOR A COMPLETE DESCRIPTION OF THE DEBTORS' CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS, REFERENCE SHOULD BE MADE TO THE ENTIRE PLAN AND THE RISK FACTORS DESCRIBED IN ARTICLE V BELOW. THE TABLE IS INTENDED FOR ILLUSTRATIVE PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR A REVIEW OF THE PLAN AND DISCLOSURE STATEMENT IN THEIR ENTIRETY. FOR CERTAIN CLASSES OF CLAIMS, THE ACTUAL AMOUNT OF ALLOWED CLAIMS COULD BE**

<sup>3</sup> While there are no outstanding loans under the Prepetition Credit Agreement, the Debtors have approximately \$47,357,274.86 in letters of credit outstanding under the Prepetition Credit Agreement.

**MATERIALLY DIFFERENT THAN THE ESTIMATED AMOUNTS SHOWN IN THE TABLE BELOW.**

**SUMMARY OF EXPECTED RECOVERIES**

<b>Class</b>	<b>Claim/Equity Interest</b>	<b>Treatment of Claim/Equity Interest</b>	<b>Projected Recovery Under the Plan</b>
1	Other Priority Claims  Expected Amount: \$0	Each Holder of an Allowed Class 1 Claim will receive in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 1 Claim, at the election of the Debtors or Reorganized Debtors, as applicable: <ul style="list-style-type: none"> <li>• Cash equal to the amount of such Allowed Class 1 Claim;</li> <li>• Such other less favorable treatment as to which the Debtors or Reorganized Debtors, as applicable, and the Holder of such Allowed Class 1 Claim will have agreed upon in writing; or</li> <li>• Such other treatment such that it will not be impaired pursuant to section 1124 of the Bankruptcy Code; <i>provided, however</i>, that Class 1 Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with the terms and conditions of any agreements relating thereto without further notice to or order of the Bankruptcy Court.</li> </ul>	100%
2	Other Secured Claims  Expected Amount: \$0	Each Holder of an Allowed Class 2 Claim will receive in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 2 Claim, at the election of the Debtors or Reorganized Debtors, as applicable: <ul style="list-style-type: none"> <li>• Cash equal to the amount of such Allowed Class 2 Claim;</li> <li>• Such other less favorable treatment as to which the Debtors or Reorganized Debtors, as applicable, and the Holder of such Allowed Class 2 Claim will have agreed upon in writing;</li> <li>• The Collateral securing such Allowed Class 2 Claim; <u>or</u></li> <li>• Such other treatment such that it will not be impaired pursuant to section 1124 of the Bankruptcy Code; <i>provided, however</i>, that Class 2 Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with the terms and conditions of any agreements relating thereto without further notice to or order of the Bankruptcy Court.</li> </ul>	100%
3	Secured Tax Claims	Each Holder of an Allowed Class 3 Claim will receive in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 3 Claim, at the election of the Debtors or Reorganized Debtors, as applicable:	100%

## SUMMARY OF EXPECTED RECOVERIES

Class	Claim/Equity Interest	Treatment of Claim/Equity Interest	Projected Recovery Under the Plan
	Expected Amount: \$0	<ul style="list-style-type: none"> <li>• Cash equal to the amount of such Allowed Class 3 Claim;</li> <li>• Such other less favorable treatment as to which the Debtors or Reorganized Debtors, as applicable, and the Holder of such Allowed Class 3 Claim will have agreed upon in writing;</li> <li>• The Collateral securing such Allowed Class 3 Claim;</li> <li>• Such other treatment such that it will not be impaired pursuant to section 1124 of the Bankruptcy Code; <u>or</u></li> <li>• Pursuant to and in accordance with sections 1129(a)(9)(C) and 1129(a)(9)(D) of the Bankruptcy Code, Cash in an aggregate amount of such Allowed Class 3 Claim payable in regular installment payments over a period ending not more than five (5) years after the Petition Date, plus simple interest at the rate required by applicable non-bankruptcy law on any outstanding balance from the Effective Date, or such lesser rate as is agreed to in writing by a particular taxing authority and the Debtors or Reorganized Debtors, as applicable, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code; <i>provided, however</i>, that Class 3 Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court. Any installment payments to be made under clause (D) or (E) above will be made in equal quarterly Cash payments beginning on the Effective Date (or as soon as reasonably practicable thereafter), and continuing on a quarterly basis until payment in full of the applicable Allowed Class 3 Claim.</li> </ul>	
4	Prepetition Credit Agreement Claims  Expected Amount: \$47,357,274.86	The Allowed Prepetition Credit Agreement Claims, other than Prepetition Credit Agreement Claims related to any outstanding letters of credit will, in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Claims, be indefeasibly paid in full in Cash. To the extent any Prepetition Credit Agreement Claims related to letters of credit issued and outstanding, cash management obligations, or hedging obligations, in each case, as of the Effective Date under the Prepetition Credit Agreement, have not been deemed outstanding under the DIP Facility pursuant to the DIP Orders, such Claims will in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Claims either be (i) in the case of Claims in respect of letters of credit, 105% cash collateralized, (ii) be deemed outstanding under the Exit ABL Facility, or (iii) receive such other treatment as may be acceptable to the Debtors, the Prepetition Credit Agreement Agent, the Issuing Lenders if applicable (as defined	100%

## SUMMARY OF EXPECTED RECOVERIES

Class	Claim/Equity Interest	Treatment of Claim/Equity Interest	Projected Recovery Under the Plan
		in the Prepetition Credit Agreement) and the Required Consenting Noteholders.	
5	Prepetition Notes Claims Against Parent  Expected Amount: \$1,300,000,000	The Prepetition Notes Claims are deemed Allowed in the aggregate principal amount of \$1.30 billion, plus accrued and unpaid interest thereon. On, or as soon as reasonably practicable after, the Effective Date, each Holder of an Allowed Prepetition Notes Claim against Parent will receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim, its Pro Rata share (calculated together with the Claims in Class 6) of the Parent GUC Recovery Cash Pool; <i>provided</i> that the Holders of the Prepetition Notes Claims against the Parent will waive any distribution from the Parent GUC Recovery Cash Pool.	63.0%-76.0% <sup>4</sup>
6	General Unsecured Claims Against Parent  Expected Amount: Contingent and Undetermined	Subject to <u>Article VIII</u> of the Plan, on, or as soon as reasonably practicable after, the Effective Date, each Holder of an Allowed General Unsecured Claim against Parent will receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim, its Pro Rata share (calculated together with the Claims in Class 5) of the Parent GUC Recovery Cash Pool.	Undetermined but > 0%

<sup>4</sup> This recovery under the Plan applies collectively to Holders of Claims in both Class 5 and Class 7; it does not represent the recovery for Holders of Claims in Class 5 alone.



## SUMMARY OF EXPECTED RECOVERIES

Class	Claim/Equity Interest	Treatment of Claim/Equity Interest	Projected Recovery Under the Plan
7	Prepetition Notes Claims Against Affiliate Debtors  Expected Amount: \$1,300,000,000	<p>The Prepetition Notes Claims against any Affiliate Debtor are deemed Allowed in the aggregate principal amount of \$1.30 billion, plus accrued and unpaid interest thereon. On the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Prepetition Notes Claim against any Affiliate Debtor will receive, in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Claim, its Pro Rata share of:</p> <ul style="list-style-type: none"> <li>• (i) the Cash Payout, or</li> <li>• (ii) solely to the extent that such Holder timely and validly elects to be a Cash Opt-Out Noteholder on the Ballot provided to such Holder or is otherwise deemed to be a Cash Opt-Out Noteholder, (A) 100% of the New Common Stock Pool, subject to dilution from and after the Effective Date on account of the New MIP Equity, and (B), to the extent such Holder is an Accredited Cash Opt-Out Noteholder, Subscription Rights.</li> </ul>	63.0%-76.0%

**IF THE EQUITY RIGHTS OFFERING IS CONSUMMATED, THE DEFAULT TREATMENT FOR HOLDERS OF PREPETITION NOTES CLAIMS THAT ARE NOT PARTY TO THE RESTRUCTURING SUPPORT AGREEMENT UNDER THE PLAN IS A CASH PAYOUT, WHICH IS DEFINED UNDER THE PLAN AS AN AGGREGATE AMOUNT EQUAL TO 2.00% OF THE PRINCIPAL DUE UNDER THE PREPETITION NOTES HELD BY ALL CASH PAYOUT NOTEHOLDERS. IF HOLDERS OF PREPETITION NOTES CLAIMS WISH TO RECEIVE A PRO RATA SHARE OF THE NEW COMMON STOCK INSTEAD OF A CASH RECOVERY, THEY MUST AFFIRMATIVELY OPT OUT OF THE CASH PAYOUT ON THE BALLOT PROVIDED TO THEM.**

In order to opt-out of the Cash Payout with respect to all or any portion of its Allowed Prepetition Notes Claim, such applicable Prepetition Noteholder will be required to tender the underlying Prepetition Notes into a contra-CUSIP pursuant to DTC's ATOP procedures at the time such Holder submits its Ballot, and Prepetition Notes that are tendered into the contra-CUSIP will no longer be transferable.

Notwithstanding anything to the contrary in the Plan, the Cash Payout is contingent upon the consummation of the Equity Rights Offering, and in the event that the Equity Rights Offering is not consummated, no Cash Payout will be distributed to any Holder of an Allowed Prepetition Notes Claim and each Holder of Allowed Prepetition Notes Claims will receive the distribution set forth in subsection (ii) above, regardless of whether such Holder timely and validly elected to be a Cash Opt-Out Noteholder.



## SUMMARY OF EXPECTED RECOVERIES

Class	Claim/Equity Interest	Treatment of Claim/Equity Interest	Projected Recovery Under the Plan
8	General Unsecured Claims Against Affiliate Debtors  Expected Amount: \$48,345,700 <sup>5</sup>	The legal, equitable, and contractual rights of the holders of General Unsecured Claims against any Affiliate Debtor are unaltered by the Plan. Except to the extent that a holder of a General Unsecured Claim against any Affiliate Debtor agrees to a different treatment, on and after the Effective Date, the Debtors will continue to pay (if Allowed) or dispute each General Unsecured Claim against any Affiliate Debtor in the ordinary course of business in accordance with applicable law.	100%
9	Intercompany Claims	Subject to the Restructuring Transactions, the Intercompany Claims will be adjusted, reinstated, compromised, or cancelled to the extent determined appropriate by the Debtors, with the consent of their such manner as is acceptable to the Required Consenting Noteholders, in consultation with the Debtors.	N/A
10	Old Parent Interests	The Old Parent Interests will be discharged and terminated on and as of the Effective Date without any distribution or retaining any property on account of such Equity Interests.	0%
11	Intercompany Equity Interests	Subject to the Restructuring Transactions, the Intercompany Equity Interests will remain effective and outstanding on the Effective Date and will be owned and held by the same applicable Person or Entity that held and/or owned such Intercompany Equity Interests immediately prior to the Effective Date.	N/A
12	510(b) Equity Claims	The 510(b) Equity Claims will be discharged and terminated on and as of the Effective Date without any distribution or retaining any property on account of such Claims.	N/A

<sup>5</sup> These amounts will be paid both under the relief the Debtors will request of the Bankruptcy Court, as described in Section III herein, and in the ordinary course of business.

## II. BACKGROUND TO THE CHAPTER 11 CASES

### A. THE DEBTORS' CORPORATE HISTORY AND STRUCTURE

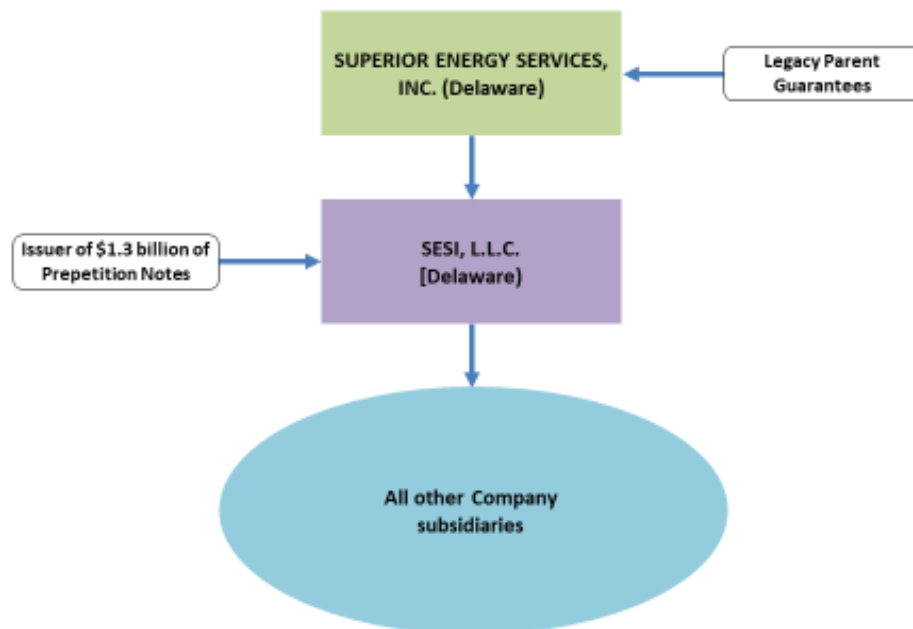
The Parent was originally formed as a Delaware corporation on April 26, 1991 and its common shares were listed and publicly traded on the New York Stock Exchange (the “NYSE”) under the ticker symbol “SPN.” Debtor SESI, L.L.C. (“SESI”) is the issuer of all of the Company’s funded indebtedness. As described more fully below, the Parent was recently delisted from the NYSE and subsequently commenced trading on the OTCQX Market under the symbol “SPNX.”

The Debtors and their indirect subsidiaries are oilfield services providers serving the drilling, completion, and production-related needs of oil and gas companies through a diversified portfolio of specialized oilfield services and equipment that are used throughout the economic life cycle of oil and gas wells. In particular, the Debtors manufacture, rent, and sell specialized equipment and tools for use with well drilling, completion, production, and workover activities, and offer fluid handling and well servicing rigs. The Debtors also provide coiled tubing services, electric line, slickline, and pressure control tools and services, as well as snubbing and hydraulic workover services.

The Debtors and their indirect subsidiaries’ geographical reach is worldwide, and in 2019, the Debtors and their non-Debtor affiliates conducted business in more than fifty countries, including throughout Africa, Asia-Pacific, Europe, the Middle East, Latin America, and North America. The Debtors’ headquarters are located in Houston, Texas, with offices across Texas, Louisiana, and Oklahoma. In addition, the Debtors’ foreign non-debtor affiliates have regional offices in Argentina, Malaysia, the United Kingdom, and the United Arab Emirates.

The Parent has approximately seventy-five (75) direct and indirect subsidiaries as of the date hereof. Of those entities, however, only the seventeen (17) entities that are liable on the Debtors’ funded indebtedness (which is described in further detail below) are Debtors in these Chapter 11 Cases. A copy of the Debtors’ organizational chart is attached hereto as Exhibit F.

The Parent does not own any material assets other than its equity interests in its direct subsidiary, SESI. As described below, SESI is the issuer of, and primarily liable for, the entire amount of the Prepetition Notes Claims that exceed \$1.30 billion. As shown in the Valuation Analysis attached hereto as Exhibit E, the estimated enterprise value of the Reorganized Debtors is between \$710 million and \$880 million. Therefore, SESI is worth substantially less than the face amount of the Prepetition Notes Claims and, in turn, the Parent has no residual value for its creditors or equityholders other than pursuant to a \$125,000 distribution provided for under the Plan. This structure is reflected in the chart below.



## B. OVERVIEW OF THE DEBTORS' BUSINESSES

The Debtors offer a wide variety of specialized oilfield services and equipment generally categorized by their typical use during the economic life of a well.

### 1. The Company's Business Segments

The Debtors' business primarily consists of the following offerings, as described further below: (a) drilling products and services, which includes rentals; (b) onshore completion and workover services, which includes service rigs and fluid management; (c) production services, which includes coiled tubing and wireline; and (d) technical solutions.

#### (a) Drilling Products and Services

The Company's drilling products and services segment manufactures, rents, and sells specialized equipment for well drilling, completion, production, and workover activities. These products include onshore and offshore accommodation units and accessories, as well as downhole drilling tools, such as tubulars, consisting primarily of drill pipe strings, landing strings, completion tubulars and associated accessories, and bottom hole tools including stabilizers, non-magnetic drill collars, and hole openers. In the three months ending on September 30, 2020, revenue for this segment decreased by approximately 50% compared to the same period in 2019, from \$111.2 million to \$56.0 million, primarily because of a decrease in demand for premium drill pipe and further negative impacts of otherwise challenging industry conditions.

(b) Onshore Completion and Workover Services

The Company's onshore completion and workover services segment includes fluid handling and well servicing. Fluid handling includes services used to obtain, move, store, and dispose of fluids involved in the exploration, development, and production of oil and gas, including mobile piping systems, specialized trucks, fracturing tanks, and other assets used to transport, heat, pump, and dispose of fluids. Workover services include a variety of well completion, workover and maintenance services, including installations, completions, sidetracking of wells, and support for perforating operations. In the three months ending on September 30, 2020, revenue for this segment decreased by approximately 72% compared to the same period in 2019, from \$76.0 million to \$21.6 million. This decline in revenue is primarily due to a significant decrease in the North American rig count in the third quarter of 2020 relative to the third quarter of 2019, which primarily resulted from the Saudi-Russian oil price war and the COVID-19 pandemic.

(c) Production Services

The Company's production services segment includes well intervention services and the provision of pressure control tools. Well intervention services include services to enhance, maintain, and extend oil and gas production during the life of the well through coiled tubing, cased hole, mechanical wireline, hydraulic workover, snubbing, and pressure control services, as well as production testing and optimization. Pressure control tools include the provision of blowout preventers, choke manifolds, fracturing blowback trees, and downhole valves. In the three months ending on September 30, 2020, revenue for this segment decreased by 43% compared to the same period in 2019, from \$98.8 million to \$56.4 million, primarily due to a decrease in coiled tubing and pressure control activities during the third quarter of 2020 that, once again, stemmed from the negative impacts of the Saudi-Russian oil price war and the COVID-19 pandemic.

(d) Technical Solutions

The Company's technical solutions segment includes products and services which address customer-specific needs for specialized engineering, manufacturing, or project planning, as well as completion tools and products. These operations are generally in offshore environments during the completion, production, and decommissioning phase of an oil and gas well. The products and services in this segment primarily include completion tools and services, and well control services. The completion tools and services include products and services used during the completion phase of an offshore well to control sand and maximize oil and gas production, including sand control systems, well screens and filters, and surface-controlled subsurface safety valves. The Debtors' well control services resolve well control and pressure control problems through firefighting, engineering, and well control training.<sup>6</sup> In the three months ending on September 30, 2020, revenue for this segment decreased by 53% compared to the same period in 2019, from \$70.6 million to \$33.0 million, primarily due to a decrease in demand for completion tools and products. These downturns were once again due primarily to the negative impacts of the Saudi-Russian oil price war and the COVID-19 pandemic.

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<sup>6</sup> The Technical Solutions segment also includes revenues from oil and gas production related to the Debtors' 51% ownership interest in their sole federal offshore oil and gas property (which the Debtors refer to in their 2019 Form 10-K as the "oil and gas property") and related assets.

## 2. Superior's Customers

The Company's customers are major and independent oil and gas exploration and production companies active in the geographic areas in which the Debtors operate. No customers exceeded 10% of the Debtors' total revenues through September 2020, or in 2019, 2018 or 2017. Similar to the Debtors, their customers in the oil and gas sector were also impacted by the global pandemic and Saudi-Russian oil price war. Many of the Debtors' customers have initiated cost saving measures of their own and have otherwise delayed projects as a result of the current economic environment.

## 3. Superior's Competitors

The Debtors provide products and services worldwide in highly competitive markets, with competitors comprised of both small and large companies. The Debtors believe the principal competitive factors are price, performance, product and service quality, safety, response time and breadth of products and services available. The Debtors are consistently bidding for contracts traditionally awarded on the basis of competitive bids or are engaged in direct negotiations with their customers.

## 4. Superior's Employees

As of the Petition Date, the Debtors employed approximately 1,978 employees (consisting of approximately 589 salaried and 1,389 hourly). Approximately 12% of the Company's employees are subject to union contracts, all of whom are located in international locations. Accordingly, none of the Debtors' domestic employees are subject to a collective bargaining agreement or similar labor agreement. The Debtors also employ certain independent contractors. The number of independent contractors utilized by the Debtors at any given time fluctuates based on whether the Debtors are in a peak business season and the Debtors' specific needs at any given time. The Debtors currently employ 20 independent contractors.

## 5. Incentive and Retention Bonus Programs

The Debtors have historically maintained incentive-based bonus programs primarily consisting of an annual cash bonus program and a long-term equity and cash incentive program (collectively, the "**Incentive and Retention Bonus Programs**"). Earlier in 2020, the Debtors, with the assistance of their compensation advisors, reviewed their Incentive and Retention Bonus Programs to determine whether they fulfilled the purposes of retaining and incentivizing key employees given the decline in the price of Parent's stock. The Company determined that these programs did not adequately fulfill these purposes and made the decision to establish a new program which would more efficiently achieve the Company's goals, replacing the annual cash bonus program and the long-term equity and cash incentive program.

That new program, the Key Employee Retention Plan (the "**KERP**") provides a means of rewarding both executive and non-executive key employees in an amount approximately equal to each key employee's target annual incentive program opportunity. The KERP covers six executives and 80 key non-executive employees. In order to be compensated under the KERP, eligible employees were required to waive their right to any 2020 annual incentive bonus and any outstanding unvested long-term equity and cash incentives, with the exception of 2018 and 2019 cash-based performance units. The KERP was implemented in two stages, the first being adopted

in September of 2020, with SESI making payments under the KERP to eligible participants and providing that such payments, net of taxes, would be clawed back if a KERP participant voluntarily terminated without “good reason” or was terminated for “cause” within one year following the payment date. The second stage of the KERP, which was adopted in October of 2020, provided that participants would receive three equal payments on October 19, 2020, January 18, 2021 and April 19, 2021, in each case subject to the applicable participant’s continued employment through such payment dates. The estimated total cost of the KERP (including both stages described above) is approximately \$11.9 million.

## 6. Deferred Compensation Plans

The Debtors also offer deferred compensation plans to certain employees, including the supplemental executive retirement plan (“SERP”), the non-qualified deferred compensation plan (“NQDC Plan”), and the non-qualified deferred compensation plan for Directors (“Director NQDC Plan” and, together with the SERP and NQDC Plan, the “Deferred Compensation Plans”). In total, approximately 28 current employees and approximately 12 retired employees participate in the Deferred Compensation Plans, including six current Directors. Although Debtors have unfunded liabilities of up to approximately \$15.70 million on account of the Deferred Compensation Plans, the Debtors do not currently owe any outstanding amounts under the Deferred Compensation Plans.

## 7. Revenue

In 2019, the Company’s revenue totaled approximately \$1.425 billion, but the Company ended the year with a net loss of \$255.7 million. The Company’s 2019 revenue represented a 4% decrease from their 2018 revenue of \$1.479 billion. The decrease in revenue was largely attributable to a decrease in the Debtors’ U.S. onshore portfolio,<sup>7</sup> which decreased by 14% during 2019. In North America, the negative pricing pressures and lower utilization that began during the fourth quarter of 2018 continued to impact the demand for the Debtors’ completion services during 2019. The decrease in revenue generated in the U.S. land market area was primarily due to decreased revenues from the Debtors’ coiled tubing services, fluid management and well servicing rigs. The decrease in revenue is also attributable to the disposition of the Debtors’ land drilling rigs service line during the second quarter of 2019.

Revenue breakdown by geographical area for the three months ended December 31, 2019 was as follows: U.S. Land (41%), U.S. Offshore (28%), and International (31%). Revenue breakdown by business segment was as follows: Drilling Products and Services (29%), Onshore Completion and Workover Services (20%), Production Services (30%), and Technical Solutions (21%).

## 8. Directors and Executive Officers

The directors and executive officers of the Parent consist of the following individuals:

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<sup>7</sup> The Debtors attribute their revenue to major geographic regions based on the location where their services are performed or the destination of the rental or sale of their products. The Debtors categorize their geographic regions for revenue purposes as follows: (i) U.S. land market area, (ii) Gulf of Mexico land area, and (iii) International land area.



Name	Position
David D. Dunlap	President, Chief Executive Officer and Director
Westervelt T. Ballard	Executive Vice President, Chief Financial Officer and Treasurer
A. Patrick Bernard	Executive Vice President
Brian Moore	Executive Vice President
William B. Masters	Executive Vice President and General Counsel
James W. Spexarth	Chief Accounting Officer
Terence E. Hall	Chairman of the Board of Directors
Peter D. Kinnear	Director
Janiece M. Longoria	Director
Michael M. McShane	Director
James M. Funk	Director
W. Matt Ralls	Director

## C. PREPETITION INDEBTEDNESS

As set forth below, as of the date of this Disclosure Statement, the Debtors have outstanding funded debt obligations consisting of approximately \$1.30 billion.

### 1. Prepetition Credit Agreement

Certain of the Debtors are party to a Fifth Amended and Restated Credit Agreement, dated as of October 20, 2017 (as the same may be amended, restated, amended and restated, waived, modified and/or supplemented from time to time, the “**Prepetition Credit Agreement**”), by and among SESI, as borrower, Parent, as parent guarantor, the other guarantors party thereto, JPMorgan Chase Bank, N.A., as administrative agent and issuing lender, the other issuing lenders party thereto from time to time and the lenders party thereto from time to time (the “**Prepetition Credit Agreement Lenders**”), providing for a \$300 million asset-based revolving loan facility, including an aggregate \$150 million commitment for the issuance of letters of credit. Availability of funds under the Prepetition Credit Agreement is subject to a borrowing base, which, as of November 30, 2020 was \$96.0 million.<sup>8</sup> Availability under the Prepetition Credit Agreement is (a) the lesser of (i) the commitments, (ii) the borrowing base and (iii) the highest principal amount permitted to be secured under the 2021 Indenture (as defined herein) without triggering the equal and ratable provisions thereof, minus (b) the outstanding amount of loans and letters of credit under the Prepetition Credit Agreement. The Debtors’ obligations under the Prepetition Credit Agreement are secured by security interests in, and liens upon, substantially all of their assets other than real property, and Parent, along with a number of its domestic subsidiaries, all of which are Debtors in these Chapter 11 Cases, have guaranteed the obligations under the Prepetition Credit Agreement. As of the Petition Date, there were no outstanding loans under the Prepetition Credit

<sup>8</sup> The borrowing base was submitted to the Prepetition Credit Agreement Lenders on November 30, 2020 based on relevant data for the period 9/30/2020 through 10/31/2020.

Agreement, but the Debtors had approximately \$47.4 million in outstanding letters of credit issued under the Prepetition Credit Agreement.

The Prepetition Credit Agreement provides for interest on loans at a rate equal to, at SESI's election, either (a) a base rate plus an applicable margin ranging between 0.75% per annum and 1.50% per annum, or (b) a eurodollar rate plus an applicable margin ranging between 1.75% per annum and 2.50% per annum, in each case based upon the Debtors' leverage ratio. The Prepetition Credit Agreement provides for (a) a fronting fee in respect of letters of credit of no less than 0.125% and (b) a letter of credit fee rate ranging between 1.75% to 2.50% based upon the Debtors' leverage ratio.

## 2. Prepetition Notes

SESI is the issuer of two tranches of senior unsecured notes. First, SESI issued \$800 million in aggregate principal amount of 7.125% senior unsecured notes due 2021 (the "**2021 Notes**") pursuant to that certain Indenture, dated as of December 6, 2011, by and among SESI, each of the guarantors party thereto, and The Bank of New York Mellon Trust Company, N.A. as trustee (as amended, modified, or supplemented to date, the "**2021 Indenture**"). Second, SESI issued \$500 million in aggregate principal amount of 7.750% senior unsecured notes due 2024 (the "**2024 Notes**", and together with the 2021 Notes, the "**Prepetition Notes**") pursuant to that certain Indenture, dated as of August 17, 2017 (as amended, modified, or supplemented to date, the "**2024 Indenture**" and together with the 2021 Indenture, the "**Prepetition Notes Indentures**") by and among SESI, each of the guarantors party thereto, and The Bank of New York Mellon Trust Company, N.A. as trustee.

The Parent and certain of SESI's domestic subsidiaries, all of which are Debtors in these Chapter 11 Cases, have guaranteed SESI's obligations under the Prepetition Notes Indentures. As of the Petition Date, the Debtors remain obligated under the Prepetition Notes Indentures for an outstanding principal amount of \$1.30 billion in the aggregate, plus accrued but unpaid interest, fees, costs, and expenses.

## 3. Decommissioning Liabilities

The Company's decommissioning liabilities associated with its oil and gas property and related assets include liabilities related to the plugging of wells, removal of the related platform and equipment, and site restoration. The Company reviews the adequacy of its planning for decommissioning liabilities whenever indicators suggest that the estimated cash flows and/or related timing needed to satisfy the liability have changed materially. The Company had decommissioning liabilities of \$141.6 million as of October 31, 2020.

## 4. Legacy Parent Guarantees

The Parent is a party to certain performance guarantees related to a legacy business that owned oil and gas interests and was sold in 2008. Specifically, the Parent sold ownership interests in one of its subsidiaries, SPN Resources LLC ("**SPN Resources**"), to Dynamic Offshore Resources, LLC ("**Dynamic**") pursuant to a purchase agreement between certain Debtors and Dynamic dated as of February 25, 2008. Through a number of M&A transactions over the years,



Fieldwood Energy LLC and certain of its affiliates<sup>9</sup> (“**Fieldwood**”) became Dynamic’s ultimate successor in ownership of the interests acquired from the Parent. Consequently, Fieldwood and its direct and indirect subsidiaries are now party to a number of leases and Fieldwood is also the designated operator for all properties titled in the name of its subsidiaries where Fieldwood and its subsidiaries have the power to designate the operator. The Parent serves as guarantor of the obligations of SPN Resources to certain predecessors in title to oil and gas interests under certain guarantees, set forth on Exhibit G, attached hereto (such guarantees, the “**Legacy Parent Guarantees**” and such claims, the “**Legacy Parent Guarantee Claims**”). The Legacy Parent Guarantees may expose the Parent to contingent liabilities to the extent that asset retirement obligations are matured for any leases supported by the Legacy Parent Guarantees and the predecessors in title who are the beneficiaries of the Legacy Parent Guarantees become liable for such obligations. As of the Petition Date, the Parent does not have outstanding obligations on account of the Legacy Parent Guarantees.

## 5. Trade Debt and Related Obligations

The Debtors incur trade debt with certain vendors in connection with the ordinary course operation of their businesses. The Debtors believe that, as of the Petition Date, they have trade debt and other related obligations in the aggregate amount of approximately \$27.5 million.

## D. EVENTS LEADING TO THE CHAPTER 11 FILING

### 1. Current State of the Oil & Gas Industry and Impact on Debtors.

The Debtors’ operations have been and likely will continue to be affected by the volatility of oil and natural gas prices. The oil and gas industry has been in one of the longest, steepest, and most sustained declines in oil and gas prices in recent history. Oil and natural gas prices are dependent on factors beyond the Company’s control, including the supply of and demand for oil, weather conditions, and political conditions, among others. As a result of the sustained market downturn, oil and gas companies around the world have dramatically curtailed capital and operating expenditures dedicated to oil and gas exploration, development and production, which in turn has contributed to the financial distress of numerous oilfield services companies. In fact, dozens of oilfield services companies, whose business is dependent on spending by oil and gas companies, have filed for bankruptcy in the last several years.

### 2. The Debtors’ Attempted Prepetition Strategic Divestitures.

In the wake of the 2015-2016 oil and gas industry correction and the protracted downturn, the Debtors worked tirelessly to rationalize its operational footprint and cost structure. In addition, they explored options to maximize value through a strategic transaction of its hydraulic fracturing operation, which is a business focused on using high-powered pumps to force sand, water, and chemicals underground to release trapped oil and gas.

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<sup>9</sup> On August 3, 2020, Fieldwood, together with certain of its affiliates, filed a chapter 11 case in the United States Bankruptcy Court for the Southern District of Texas titled *In re Fieldwood Energy LLC*, et al., Case No. 20-33948 (MI) (Bankr. S.D. Tex. 2020) (the “**Fieldwood Cases**”).

In 2017-2018, the Debtors determined that their strategy of a mid-cap, globally diversified energy service company would systemically be out of favor with stakeholders, and determined that more narrowly focused energy service companies would be more attractive to the investment community. After engaging Lazard Frères & Co. L.L.C., the Debtors determined the separation of their U.S. onshore well service and fluids business units from their globally oriented business units would create significant value for stakeholders.

The well services business provides essential completion and production services. The well services business also provides pre- and post- fracturing support activities generally related to fluids utilized or generated during the completion and production phase. While not actively considered for divestiture, prior to 2017, the Debtors received several unsolicited inquiries from strategic buyers to discuss a potential transaction for their fluids business. The Debtors engaged a financial advisor in 2017 to run a formal, targeted bid solicitation process. However, upon the announced merger between two competing industry participants in 2017, the Debtors suspended the solicitation process.

In 2019, with continued oil price volatility, the Debtors recognized that in addition to the need for separating the company, they also realized that it was unlikely that cash flow alone would be sufficient in providing enough resources to adequately retire its 7.125% senior unsecured notes due 2021. To address these items, the Debtors focused their attention on the divestiture of non-core assets and sold their artificial lift and subsea well control system businesses for a combined approximate \$34.6 million (realized in 2020).

Additionally, the Debtors categorized their U.S. onshore business units into four distinct divisions. While each division is predominately attached to U.S. onshore operations, they are distinct business units with little to no synergies among them. The four distinct divisions of the U.S. onshore business were: (a) hydraulic fracturing; (b) contract drilling; (c) accommodations rentals; and (d) well services.

The Debtors re-engaged with numerous hydraulic fracturing service providers regarding a potential sale of the business line. Sale discussions did not proceed beyond initial stages and the Debtors ultimately decided to discontinue operations of the hydraulic fracturing business in December 2019.

The contract drilling business operated drilling rigs for the benefit of customers, and was fully supported by experienced superintendents, tool pushers, mechanics, and electricians. In 2018, the Debtors began a focused sale process and in June 2019, the Debtors agreed to divest their contract drilling business, resulting in approximately \$74 million in cash proceeds at closing.

The accommodations rentals business is a niche onsite accommodations rental operation primarily servicing U.S. land operators. While the Debtors' accommodation rentals business has historically been a positive free cash flow generator, given their unique niche rental offering and limited geographical expansion opportunities, the Debtors hired a financial advisor and began a sale solicitation process for the business in 2017. After a fulsome bidding process, the Debtors did not receive any actionable bids and the business was ultimately not sold.

Through 2019, the Debtors initiated contact with numerous U.S. onshore well service management teams and boards of directors in order to better understand competitor strategies and

market leadership capabilities. In December 2019, after consulting with advisors and examining a number of strategic options, the Debtors decided to divest their accommodation rentals and well services businesses, including their U.S. service rig, coiled tubing, wireline, pressure control, flowback, fluid management, and accommodations service lines (collectively, the “**NAM Business**”). The Debtors intended to combine their NAM Business entities with another independent oilfield services contractor, Forbes Energy Services Ltd. (“**Forbes**”), to create a new consolidated platform for U.S. completion, production, and water solutions (the “**NAM Combination**”).

On December 18, 2019, the Parent and Forbes entered into a definitive merger agreement (the “**NAM Merger Agreement**”) in connection with the NAM Combination. The NAM Merger Agreement contemplated a separation of the NAM Business entities from the Company, a combination of the NAM Business entities and Forbes, and a corresponding uptier bond exchange, resulting in a deleveraging of the Debtors following the NAM Combination. However, as described further below, deteriorating market conditions, amplified by the significant reduction in crude oil prices caused primarily by the COVID-19 pandemic and the Saudi-Russian oil price war, resulted in a significant decline in the demand for services provided by the Debtors, including the NAM Business entities, and Forbes. Consequently, while the Debtors believed their businesses should be separated into two distinct companies, it became impractical to complete the NAM Combination with Forbes, and the NAM Merger Agreement was terminated on June 1, 2020 in accordance with its terms.

### **3. The Impact of the COVID-19 Pandemic on the Debtors’ Industry**

The Company’s revenues and earnings can be affected by several factors, including changes in competition, fluctuations in drilling and completion activity, perceptions of future prices of oil and gas, government regulation, disruptions caused by weather, and general economic conditions. However, the first three quarters of 2020 were characterized by unforeseeable shocks to the global economy generally, and the energy sector in particular. Specifically, the Saudi-Russian oil price war, combined with the COVID-19 pandemic, led to a decrease in the price of oil which was exacerbated by the decreased demand for oil. These unanticipated events have had a devastating near-term impact on the Debtors’ operations and its various business lines, and has negatively impacted the Debtors’ customers, vendors, and suppliers in all geographic areas where the Debtors operate. In fact, the U.S. oil and gas rig count fell by approximately 25% during the first quarter of 2020 and, as a further result of the COVID-19 pandemic and the Saudi-Russian oil price war, plunged by more than 60% in the second quarter of 2020. Further, according to the Baker Hughes’ weekly worldwide and international rig count data for 2020, the number of oil and gas rigs outside of the U.S. and Canada fell by more than 20% in the second quarter of 2020, each resulting in a decrease in demand for the Debtors’ products and services.

As a result, the Company’s revenue in the second quarter of 2020 decreased by 43% to \$183.9 million, as compared to \$321.5 million in the first quarter of 2020. As the Debtors’ customers continue to revise their capital budgets in order to adjust spending levels in response to lower commodity prices, the Debtors continue to experience significant pricing pressure for their products and services. The Company’s revenue further decreased by approximately 9% to \$166.9 million in the third quarter of 2020.

#### 4. Prepetition Efforts to Combat Market Downturn

The COVID-19 pandemic and the Saudi-Russian oil price war led to a decline in the price of oil and gas which severely impacted the Debtors' cash flow, borrowing capacity and ability to service their outstanding indebtedness. In response, the Debtors implemented a number of cost-saving contingencies to protect their business from further deterioration.

##### (a) Cost Reduction Initiatives

Before commencing these Chapter 11 Cases, the Debtors took a number of steps to improve their position in the market, and more recently, their capital structure and liquidity needs, without resorting to a comprehensive in-court restructuring, including cutting costs, reducing capital expenditures and managing liquidity.

Specifically, in the months leading up to these Chapter 11 Cases, the Debtors implemented a number of cost reduction activities to "right size" operations to the current business environment. In the second quarter of 2020, the Debtors implemented actions to reduce their payroll costs through a combination of salary reductions, reductions in force and furloughs. The Debtors also limited their expected capital expenditures to no more than \$50 million for the full fiscal year 2020. Additionally, the Debtors have realized cost savings through leveraging governmental relief efforts to defer payroll and other tax payments, resulting in higher future cash flows for 2020, including a tax refund of \$30.5 million received in July 2020.

##### (b) Prepetition Credit Agreement Amendment

On August 5, 2020, the Debtors amended the Prepetition Credit Agreement to permit the use of up to the lesser of (a) \$100 million and (b) 105% of the face value of certain third-party letters of credit, surety, judgment, appeal, or performance bonds, and similar obligations of the Debtors, to cash collateralize such obligations. The Debtors were required to reduce the amount of letters of credit issued pursuant to the Prepetition Credit Agreement to bring availability thereunder to at least \$37.5 million, and to deposit \$25 million in an account under their lenders' control to further secure their obligations under the Prepetition Credit Agreement. The Debtors were also prohibited from requesting any loans under the Prepetition Credit Agreement and the Debtors' flexibility was restricted under certain of the investment, indebtedness, junior debt repayment, and restricted payment covenants thereunder. Although these actions on the surface may have appeared to have a negligible effect on liquidity, as a result of these actions, the Debtors were able to avoid breaching certain covenants under the Prepetition Credit Agreement that would have required the Debtors to enter cash dominion and to supply weekly borrowing base reports.

(c) The New York Stock Exchange Delisting Notice and Transition to OTCQX Market

On March 30, 2020, the NYSE notified the Parent that it no longer was in compliance with the NYSE's continued listing standards because the Parent's average global market capitalization over a consecutive 30 trading-day period had dropped below \$50 million and its stockholders' equity was simultaneously below \$50 million. In accordance with the applicable NYSE rules, on May 14, 2020, the Parent submitted its plan to cure such deficiency and regain compliance with the NYSE continued listing standards, and, on June 25, 2020, the NYSE accepted the plan. On September 17, 2020, the NYSE notified the Parent that the NYSE would commence proceedings to delist and suspend trading of the Parent's common stock from the NYSE due to failure to meet the foregoing standard. Effective September 18, 2020, the Parent's common stock commenced trading in the over-the-counter securities marketplace on the OTCQX Market under the symbol "SPNX." The Parent's transition to the OTCQX Market did not, and is not expected to, affect its or the other Debtors' business operations. On October 2, 2020, the NYSE filed a Form 25 delisting the Debtors' common stock from trading on the NYSE, which delisting became effective 10 days after the filing of the Form 25.

## 5. The Debtors' Prepetition Restructuring Efforts

As the global outbreak of the COVID-19 pandemic continued to rapidly evolve, the Company's management expected it to continue to materially and adversely affect the Company's revenue, financial condition, profitability, and cash flow for an indeterminate period of time. As a result, the Debtors decided to take the alternative and necessary actions to right-size the business for expected activity levels across the business. As such, beginning in the summer of 2020, the Parent's board of directors authorized the retention of advisors, including Latham & Watkins LLP ("Latham"), as legal counsel, Ducera Partners L.L.C. ("Ducera") and Johnson Rice & Company ("Johnson Rice"), as investment bankers, and Alvarez & Marsal North America, L.L.C. ("A&M"), as financial advisor, to assist the Debtors' evaluation of various strategic alternatives in the face of the market downturn as a result of the COVID-19 pandemic and the Saudi-Russian oil price war. Over the course of several months, the Debtors and their advisors engaged in extensive discussions and negotiations with various stakeholders, including the Prepetition Credit Agreement Lenders represented by Simpson Thacher & Bartlett LLP, as legal counsel, and FTI Consulting, Inc., as financial advisor, and the Ad Hoc Noteholder Group represented by Davis Polk & Wardwell LLP, as legal counsel, and Evercore Group L.L.C., as financial advisor, regarding a potential restructuring of the Debtors' balance sheet and business operations.

## 6. The Debtors' Entry into the Restructuring Support Agreement<sup>10</sup>

The Debtors, their advisors, the Ad Hoc Noteholder Group and their advisors focused on proactively exploring a wide range of strategic alternatives, taking into account various factors, including market feedback, the Debtors' deteriorating economic outlook, as well as the deteriorating industry-wide environment. Ultimately, the aforementioned negotiations were

<sup>10</sup> This summary is qualified in its entirety by the Restructuring Support Agreement. To the extent that any provision of this summary is inconsistent with the Restructuring Support Agreement, the Restructuring Support Agreement will control.



successful and resulted in the execution of the Restructuring Support Agreement. As further described below, the terms of the restructuring as contemplated within the Restructuring Support Agreement would substantially deleverage the Debtors' long-term debt and related interest costs, provide access to exit financing, ultimately eliminate the potential Legacy Parent Guarantee Claims at the Parent level, and establish a capital structure that the Parent believes will allow its businesses to thrive in a low-commodity-price environment.

On December 4, 2020, the Debtors and the Consenting Noteholders entered into the Restructuring Support Agreement whereby the Consenting Noteholders have agreed to the Restructuring, which will eliminate approximately \$1.30 billion of funded debt obligations of the Debtors through the Plan. The Restructuring contemplates the equitization of all amounts outstanding under the Debtors' Prepetition Notes and the refinancing of the amounts outstanding under the Prepetition Credit Agreement through the Exit Facility.

The Original Restructuring Support Agreement contemplated that Holders of Old Parent Interests would receive 2.0% of the equity of Parent issued upon emergence from these Chapter 11 Cases. However, after executing the Original Restructuring Support Agreement, the Ad Hoc Noteholder Group learned that there may be substantial liabilities (albeit contingent) at the Parent. After being made aware of this information, the Ad Hoc Noteholder Group informed the Debtors that they were no longer willing to discharge and fully equitize their claims pursuant to the transaction structure contemplated by the Original Restructuring Support Agreement. Because the Legacy Parent Guarantee Claims exist only against the Parent and there are virtually no assets at the Parent that would permit a recovery to any creditor of the Parent, the Original Restructuring Support Agreement was amended to eliminate any recovery to and discharge of claims held by Holders of Old Parent Interests to allow for a recovery to the creditors of the Parent, including Holders of the Legacy Parent Guarantee Claims. Under the terms of the Original Restructuring Support Agreement, the Ad Hoc Noteholder Group also informed the Company that it would not make the election to split the Company.<sup>11</sup>

The Ad Hoc Noteholder Group, pursuant to the Restructuring Support Agreement, is obligated to support the Plan that will discharge their claims in exchange for:

- In the case of Holders of Prepetition Notes Claims against the Parent, each Holder's Pro Rata share (calculated together with the Claims in Class 6) of the Parent GUC Recovery Cash Pool; *provided* that the Holders of the Prepetition Notes Claims against the Parent will waive any distribution from the Parent GUC Recovery Cash Pool; and
- In the case of Prepetition Notes Claims against any Affiliate Debtor,
  - (a) the Cash Payout or

(b) solely to the extent that such Holder timely and validly elects to be a Cash Opt-Out Noteholder on the Ballot provided to such Holder or is otherwise deemed to be a Cash Opt-Out Noteholder, (i) 100% of the New Common Stock Pool, subject to dilution from and after the

<sup>11</sup> Pursuant to the Original Restructuring Support Agreement, the Restructuring provided the Ad Hoc Noteholder Group the option to elect to either (i) split the Company (as defined below) into two distinct companies whereby the holders of Prepetition Notes Claims would own over 95% of both companies or (ii) keep the Company intact and own 98% of the Reorganized Debtors.

Effective Date on account of the New MIP Equity, and (ii), to the extent such Holder is an Accredited Cash Opt-Out Noteholder, Subscription Rights.

Under the terms of the Restructuring Support Agreement, the Ad Hoc Noteholder Group, which includes Holders of Claims arising under the Prepetition Notes, have agreed to vote to accept the Plan. The Restructuring will provide substantial benefits to the Debtors and all of their stakeholders, and will leave the Debtors' business intact and substantially deleveraged, providing for the reduction of approximately \$1.30 billion of debt. The Restructuring will also eliminate potentially millions of dollars in contingent liability consisting of the Legacy Parent Guarantee Claims. This deleveraging, coupled with the elimination of potential substantial Legacy Parent Guarantee Claims, will enhance the Debtors' long-term growth prospects, competitive position, and allow the Debtors to emerge from the Chapter 11 Cases as reorganized entities better positioned to succeed in the oil and gas services industry.

In addition, the Restructuring will allow the Debtors' management team to focus on operational performance and value creation. A significantly improved balance sheet will provide the Reorganized Debtors with increased financial flexibility and the ability to pursue value-maximizing opportunities that will strengthen the Reorganized Debtors' customer service offerings. However, to be able to achieve all of this, the Debtors must be able to emerge from bankruptcy as quickly and responsibly as possible. Without a quick exit from bankruptcy, the Debtors risk being mired in an expensive and value-destructive process that causes its customers nationally, and more importantly internationally, to lose confidence in the Debtors' ability to restructure and emerge from bankruptcy as a healthier and more sustainable business partner.

The Restructuring Support Agreement includes certain milestones for the progress of the Chapter 11 Cases, which include the dates by which the Debtors are required to, among other things, obtain certain court orders and complete the Restructuring. The Restructuring Support Agreement milestones are subject to federal holidays and Bankruptcy Court availability for hearings.

Milestone	Deadline
Commencement of Solicitation	No later than December 6, 2020
Commencement of Chapter 11 Cases	No later than December 7, 2020
Filing of Chapter 11 Plan, Disclosure Statement, and Solicitation Procedures Motion	No later than December 7, 2020
Entry of orders approving first day relief	No later than December 11, 2020
Entry of order confirming the Chapter 11 Plan	No later than January 25, 2021
Chapter 11 Plan Effective Date	No later than February 1, 2021

## 7. DIP Financing

To ensure access to letters of credit during these Chapter 11 Cases, the Debtors negotiated the DIP Financing with certain of their existing Prepetition Credit Agreement Lenders. The DIP Financing is critical to the Debtors' ability to operate postpetition and ultimately emerge from these Chapter 11 Cases. The structure of the DIP Financing is similar to the Debtors' prepetition debt financing under their Prepetition Credit Agreement. As described above, there are no outstanding loans under the Prepetition Credit Agreement, but the Debtors have approximately \$47.4 million in outstanding letters of credit issued under the Prepetition Credit Agreement (i.e., the DIP Financing simply rolls the Prepetition Credit Agreement forward into these Chapter 11 Cases).

As such, the proposed DIP Financing essentially seeks to roll-up the Debtors' outstanding letters of credit into a DIP Financing facility that will be used to fund the Debtors' operations during the Chapter 11 Cases, similar to how the Debtors were funding its business prior to the Chapter 11 Cases. The DIP Financing will consist of senior secured postpetition obligations on a superpriority basis in respect of a senior secured superpriority letter of credit facility in the aggregate principal amount of \$120 million (the "**DIP Facility**"). The Debtors are also seeking to have the outstanding amounts of the letters of credit under the Prepetition Credit Agreement to be converted into the DIP Facility and for those letters of credit to be used as part of the Exit Facility.

The DIP Facility was the product of extensive arm's-length, good-faith negotiations with certain of the Prepetition Credit Agreement Lenders. The proposed DIP Facility provides the Debtors with immediate and critical access to liquidity that is necessary to ensure that the Debtors' businesses are stabilized, that chapter 11 administrative costs are paid in full, and that value is preserved during the course of the Debtors' Chapter 11 Cases. It also ensures that the outstanding letters of credit under the Prepetition Credit Agreement stay in place and can continue to be relied upon by the Debtors, their customers, and vendors.

The DIP Facility demonstrates the ongoing support of the Prepetition Credit Agreement Lenders for the Debtors' restructuring. Without access to the DIP Facility, the Debtors would have to rely only on their unencumbered cash on hand. Although the Debtors can continue to operate in the near term with their current limited liquidity, the DIP Facility will provide stability for the Debtors to maintain their ordinary course of business, provide comfort to their employee, customer, and vendor constituencies, and support the administration of these Chapter 11 Cases. Obtaining access to the DIP Facility will allow the Debtors to send a clear message to their customers and vendor base that the Debtors will continue to be a reliable partner and that they will be ready to capitalize on gaining market share upon an industry turnaround. In addition, relying solely on cash collateral could constrain the Debtors' financial position in the event the Debtors would have to cash collateralize any obligations arising from letters of credit. Accordingly, the proposed DIP Facility will provide much-needed stabilization to the Debtors' business operations, the economic terms of the proposed DIP Facility are highly competitive, and reflect the support of the Debtors' preexisting lenders for the Debtors' restructuring. As a result, the proposed DIP Facility is in the best interests of the Debtors' estates.



### III.

#### ANTICIPATED EVENTS DURING THE CHAPTER 11 CASE

##### A. CHAPTER 11 FIRST DAY MOTIONS AND CERTAIN RELATED RELIEF

In accordance with the Restructuring Support Agreement, the Debtors anticipate filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code on or around December 7, 2020. The filing of the petitions will commence the Chapter 11 Cases at which time the Debtors will be afforded the benefits and become subject to the limitations of the Bankruptcy Code.

The Debtors intend to continue operating their businesses in the ordinary course during the pendency of the Chapter 11 Cases as they have been doing prior to the intended Petition Date. To facilitate the efficient and expeditious implementation of the Plan through the Chapter 11 Cases, and to minimize disruptions to the Debtors' operations on the Petition Date, the Debtors intend to seek to have all of the Chapter 11 Cases assigned to the same bankruptcy judge and administered jointly, and to file various motions seeking important and urgent relief from the Bankruptcy Court. Such relief, if granted, will assist in the administration of the Chapter 11 Cases; however, there can be no assurance that the requested relief will be granted by the Bankruptcy Court.

##### 1. First Day Motions and Other Related Relief

On the Petition Date, the Debtors intend to file multiple motions seeking various relief from the Bankruptcy Court and authorizing the Debtors to maintain their operations in the ordinary course. Such relief is designed to ensure a seamless transition between the Debtors' prepetition and postpetition business operations, facilitate a smooth reorganization through the Chapter 11 Cases and minimize any disruptions to the Debtors' operations. The following is a brief overview of the relief the Debtors intend to seek on the Petition Date to maintain their operations in the ordinary course.

##### (a) First Day Motions

Recognizing that any interruption of the Debtors' business, even for a brief period of time, would negatively impact their operations, customer relationships, revenue and profits, the Debtors intend to file a number of motions to help stabilize their operations and effectuate, as much as possible, a smooth transition into operations as debtors in possession. Specifically, the Debtors will request, among other things, that the Bankruptcy Court enter orders authorizing the Debtors to:

- maintain and administer customer programs and honor their obligations arising under or relating to those customer programs;
- continue insurance and surety bond programs and enter into new insurance policies, if necessary;
- establish procedures to protect certain tax attributes, including stock trading restrictions; and

- maintain their existing cash management system, maintain existing bank accounts and continue entering into certain intercompany transactions among the Debtors and with their non-Debtor affiliates.

(b) Motion to Approve Debtor in Possession Financing

The Debtors intend to file a motion (the “**DIP Motion**”) to approve the DIP Facility, as described above, and the use of cash collateral. Access to the DIP Facility and the use of Cash Collateral (as such term is defined in section 363(a) of the Bankruptcy Code) is critical to ensure that the Debtors have sufficient liquidity to operate their business and administer their estates during these Chapter 11 Cases. The DIP Motion requests that the outstanding obligations under the Prepetition Credit Agreement be rolled up into the DIP Facility, including any and all letters of credit obligations. The DIP Motion also provides for certain adequate protection (the “**Adequate Protection Obligations**”) to the Prepetition Credit Agreement Lenders, including, but not limited to, the following: (a) a replacement lien on all collateral securing the DIP Facility, (b) granting superpriority status to Adequate Protection Obligations pursuant to section 507(b) of the Bankruptcy Code, and (c) making certain interest, fee, and expense payments to the Prepetition Credit Agreement Lenders.

**2. Other Procedural Motions**

To facilitate a smooth and efficient administration of the Chapter 11 Cases, the Debtors intend to file several other motions that are common to chapter 11 cases of similar size and complexity as the Chapter 11 Cases, including, among others, a motion for entry of an order directing the joint administration of the Chapter 11 Cases and applications to retain various professionals to assist the Debtors in the Chapter 11 Cases.

**3. Solicitation Procedures Motion**

Contemporaneously with the filing of their chapter 11 petitions, the Debtors will seek an order of the Bankruptcy Court, among other things, (i) conditionally approving the Disclosure Statement for purposes of soliciting the Holders of Claims in the Voting Classes and the Solicitation in connection therewith, (ii) approving the Equity Rights Offering Procedures, and (iii) scheduling the Confirmation Hearing to consider the adequacy of the Disclosure Statement and confirmation of the Plan (the “**Solicitation Procedures Motion**”). Notice of these hearings will be published and mailed to all known Holders of Claims and Equity Interests in accordance with orders of the Bankruptcy Court to be requested by the Debtors.

**4. Bar Date Motion**

Contemporaneously with the filing of their chapter 11 petitions, the Debtors will seek an order of the Bankruptcy Court establishing claims bar dates for filing proofs of claim against the Parent only. The dates requested in this motion will be January 7, 2021 at 5:00 pm (Prevailing Central Time) for general claims against the Parent and June 7, 2021 at 5:00 p.m. (Prevailing Central Time) for claims filed by governmental units against the Parent.

## 5. Filing of the Schedules

Contemporaneously with the filing of their chapter 11 petitions, the Debtors will file a schedule of assets and liabilities of the Parent, as well as a statement of financial affairs for the Parent.

## 6. Timetable for Chapter 11 Cases

In accordance with the Restructuring Support Agreement, the Debtors have agreed to proceed with the implementation of the Plan through the Chapter 11 Cases. The milestones contained in the Restructuring Support Agreement are described in section II.D.6. Achieving the various milestones under the Restructuring Support Agreement is crucial to successfully reorganizing the Debtors.

### B. EXCLUSIVE PERIOD FOR FILING A CHAPTER 11 PLAN AND SOLICITING VOTES

Under the Bankruptcy Code, a debtor has the exclusive right to file and solicit acceptances of a plan or plans of reorganization for an initial period of 120 days from the date on which the debtor filed for voluntary relief. If a debtor files a plan within this exclusive period, then the debtor has the exclusive right for 180 days from the petition date to solicit acceptances to the plan. During these exclusive periods, no other party in interest may file a competing plan of reorganization; however, a court may extend these periods upon request of a party in interest and “for cause.”

## IV. SUMMARY OF THE PLAN

### A. GENERAL

This section of the Disclosure Statement summarize the Plan, a copy of which is annexed hereto as **Exhibit A**. This summary is qualified in its entirety by reference to the Plan. **YOU SHOULD READ THE PLAN IN ITS ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.**

In general, a chapter 11 plan (1) divides claims and equity interests into separate classes, (2) specifies the consideration that each class is to receive under the plan and (3) contains other provisions necessary to implement the plan. Under the Bankruptcy Code, “claims” and “equity interests,” rather than “creditors” and “shareholders,” are classified because creditors and shareholders may hold claims and equity interests in more than one class. Under section 1124 of the Bankruptcy Code, a class of claims is “impaired” under a plan unless the plan (1) leaves unaltered the legal, equitable, and contractual rights of each holder of a claim in such class or (2) provides, among other things, for the cure of certain existing defaults and reinstatement of the maturity of claims in such class. Under the Plan, Classes 5 and 8 are impaired, and Holders of Claims or Interests in such Classes are entitled to vote to accept or reject the Plan subject to an objection filed by the Debtors. Ballots or Notices of Non-Voting Status (as applicable) are being furnished herewith to all Holders of Claims and Equity Interests to either facilitate their voting to accept or reject the Plan or solely for purposes of affirmatively opting out of the Third Party Releases.

## B. ADMINISTRATIVE, DIP FACILITY, AND PRIORITY TAX CLAIMS

### 1. Administrative Claims

Subject to sub-paragraph (a) below, on the later of the Effective Date or the date on which an Administrative Claim becomes an Allowed Administrative Claim, or, in each such case, as soon as practicable thereafter, each Holder of an Allowed Administrative Claim (other than an Allowed Professional Fee Claim) will receive, in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Claim either (i) Cash equal to the amount of such Allowed Administrative Claim; or (ii) such other less favorable treatment as to which the Debtors (with the consent of the Required Consenting Noteholders) or Reorganized Debtors, as applicable, and the Holder of such Allowed Administrative Claim will have agreed upon in writing; *provided, however*, that Administrative Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court.

#### (a) Professional Fee Claims

Professionals or other Entities asserting a Professional Fee Claim for services rendered before the Effective Date must File and serve on counsel to the Reorganized Debtors, counsel to the Ad Hoc Noteholder Group and such other Entities who are designated in the Confirmation Order an application for final allowance of such Professional Fee Claim no later than the Professional Fees Bar Date; provided that no application or notice to or order of the Bankruptcy Court will be required in order for the Reorganized Debtors to pay Professionals for any work performed after the Effective Date, including those reasonable and documented fees and expenses incurred by Professionals in connection with the implementation and consummation of the Plan.

Objections to any Professional Fee Claim must be Filed and served on counsel to the Reorganized Debtors, counsel to the Ad Hoc Noteholder Group and the requesting party by no later than twenty-one (21) days after the Filing of the applicable final request for payment of the Professional Fee Claim. Each Holder of an Allowed Professional Fee Claim will be paid in full in Cash by the Reorganized Debtors, first from the Professional Fee Claim Reserve, within five (5) Business Days after entry of the order approving such Allowed Professional Fee Claim. The Reorganized Debtors will not commingle any funds contained in the Professional Fee Claim Reserve and will use such funds to pay only the Professional Fee Claims, as and when allowed by order of the Bankruptcy Court. Notwithstanding anything to the contrary contained in the Plan, the failure of the Professional Fee Claim Reserve to satisfy in full the Professional Fee Claims will not, in any way, operate or be construed as a cap or limitation on the amount of Professional Fee Claims due and payable by the Reorganized Debtors. The Professional Fee Claim Reserve will be maintained in trust for the Professionals and will not be considered property of the Debtors' Estates; *provided* that the Reorganized Debtors will have a reversionary interest in the Unused Cash Reserve Amount. To the extent that funds held in the Professional Fee Claim Reserve do not or are unable to satisfy the full amount of the Allowed Professional Fee Claims, such Professionals will have an Allowed Administrative Claim for any such deficiency, which will be satisfied in full in Cash in accordance with Article II.A of the Plan.

## 2. DIP Super-Priority Claims

The DIP Super-Priority Claims will be Allowed in the full amount due and owing under the DIP Documents, including all principal, accrued and accruing postpetition interest, costs, fees and expenses. On the Effective Date, the Allowed DIP Super-Priority Claims will, in full satisfaction, settlement, discharge and release of, and in exchange for such DIP Super-Priority Claims, be indefeasibly paid in full in Cash from the proceeds of each Exit Facility and the DIP Liens will be deemed discharged, released, and terminated for all purposes without further action of or by any Person or Entity, or will be deemed by the Confirmation Order to continue so as to secure the Exit Facility, as the case may be; *provided* that the DIP Contingent Obligations will survive the Effective Date on an unsecured basis and will be paid by the Reorganized Debtors as and when due; *provided further* that any Allowed DIP Super-Priority Claims related to letters of credit issued and outstanding as of the Effective Date, or to cash management obligations or hedging obligations in existence on the Effective Date, may be deemed outstanding under the Exit ABL Facility or receive such other treatment as may be acceptable to the Debtors, the DIP Agent and the Required Consenting Noteholders.

## 3. Priority Tax Claims

Subject to Article VIII of the Plan, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Priority Tax Claim will receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Priority Tax Claim, at the election of the Debtors or Reorganized Debtors, as applicable: (i) Cash equal to the amount of such Allowed Priority Tax Claim; (ii) such other less favorable treatment as to which the Debtors (with the consent of the Required Consenting Noteholders) or Reorganized Debtors, as applicable, and the Holder of such Allowed Priority Tax Claim have agreed upon in writing; (iii) such other treatment such that it will not be Impaired pursuant to section 1124 of the Bankruptcy Code; or (iv) pursuant to and in accordance with sections 1129(a)(9)(C) and 1129(a)(9)(D) of the Bankruptcy Code, Cash in an aggregate amount of such Allowed Priority Tax Claim payable in regular installment payments over a period ending not more than five (5) years after the Petition Date, plus simple interest at the rate required by applicable non-bankruptcy law on any outstanding balance from the Effective Date, or such lesser rate as is agreed to in writing by a particular taxing authority and the Debtors or Reorganized Debtors, as applicable, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code; *provided, however*, that Priority Tax Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court. Any installment payments to be made under clause (iii) or (iv) above will be made in equal quarterly Cash payments beginning on the Effective Date (or as soon as reasonably practicable thereafter), and continuing on a quarterly basis until payment in full of the applicable Allowed Priority Tax Claim.

## C. CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS

### 1. Summary

The Plan constitutes a separate plan of reorganization for each Debtor. All Claims and Equity Interests, except Administrative Claims, DIP Super-Priority Claims, and Priority Tax Claims, are placed in the Classes set forth below. For all purposes under the Plan, each Class will contain sub-Classes for each of the Debtors (*i.e.*, there will be twelve (12) Classes for each Debtor); *provided*, that any Class that is vacant as to a particular Debtor will be treated in accordance with Article III.D of the Plan.

The categories of Claims and Equity Interests listed below classify Claims and Equity Interests for all purposes, including, without limitation, for voting, confirmation and distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. The Plan deems a Claim or Equity Interest to be classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and will be deemed classified in a different Class to the extent that any remaining portion of such Claim or Equity Interest qualifies within the description of such different Class. A Claim or Equity Interest is in a particular Class only to the extent that any such Claim or Equity Interest is Allowed in that Class and has not been paid, released, disallowed or otherwise settled prior to the Effective Date.

Summary of Classification and Treatment of Classified Claims and Equity Interests

<b>Class</b>	<b>Claim/Equity Interest</b>	<b>Status</b>	<b>Voting Rights</b>
1.	Other Priority Claims	Unimpaired	Presumed to Accept
2.	Other Secured Claims	Unimpaired	Presumed to Accept
3.	Secured Tax Claims	Unimpaired	Presumed to Accept
4.	Prepetition Credit Agreement Claims	Unimpaired	Presumed to Accept
5.	<b><i>Prepetition Notes Claims Against Parent</i></b>	<b><i>Impaired</i></b>	<b><i>Entitled to Vote</i></b>
6.	<b><i>General Unsecured Claims Against Parent</i></b>	<b><i>Impaired</i></b>	<b><i>Entitled to Vote</i></b>
7.	<b><i>Prepetition Notes Claims Against Affiliate Debtors</i></b>	<b><i>Impaired</i></b>	<b><i>Entitled to Vote</i></b>
8.	General Unsecured Claims Against Affiliate Debtors	Unimpaired	Presumed to Accept
9.	Intercompany Claims	Unimpaired	Presumed to Accept
10.	Old Parent Interests	Impaired	Deemed to Reject
11.	Intercompany Equity Interests	Unimpaired	Presumed to Accept
12.	510(b) Equity Claims	Impaired	Deemed to Reject

**2. Classification and Treatment of Claims and Equity Interests**

(a) Class 1 – Other Priority Claims

- Classification: Class 1 consists of the Other Priority Claims.
- Treatment: Subject to Article VIII of the Plan, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Class 1 Claim will receive in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 1 Claim, at the election of the Debtors or Reorganized Debtors, as applicable (with the consent of the Required Consenting Noteholders): (A) Cash equal to the amount of such Allowed Class 1 Claim; (B) such other less favorable treatment as to which the Debtors or Reorganized Debtors, as applicable, and the Holder of such Allowed Class 1 Claim will have agreed upon in writing; or (C) such other treatment such that it will not be impaired pursuant to section 1124 of the Bankruptcy Code;



*provided, however*, that Class 1 Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with the terms and conditions of any agreements relating thereto without further notice to or order of the Bankruptcy Court.

- *Voting*: Class 1 is an Unimpaired Class, and the Holders of Claims in Class 1 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 1 are not entitled to vote to accept or reject the Plan. Holders of Claims in Class 1 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting-out of the Third Party Releases.

(b) Class 2 – Other Secured Claims

- *Classification*: Class 2 consists of the Other Secured Claims. Class 2 consists of separate subclasses for each Other Secured Claim.
- *Treatment*: Subject to Article VIII of the Plan, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Class 2 Claim will receive in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 2 Claim, at the election of the Debtors or Reorganized Debtors, as applicable (with the consent of the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement): (A) Cash equal to the amount of such Allowed Class 2 Claim; (B) such other less favorable treatment as to which the Debtors or Reorganized Debtors, as applicable, and the Holder of such Allowed Class 2 Claim will have agreed upon in writing; (C) the Collateral securing such Allowed Class 2 Claim; or (D) such other treatment such that it will not be impaired pursuant to section 1124 of the Bankruptcy Code; *provided, however*, that Class 2 Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with the terms and conditions of any agreements relating thereto without further notice to or order of the Bankruptcy Court.
- *Voting*: Class 2 is an Unimpaired Class, and the Holders of Claims in Class 2 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 2 are not entitled to vote to accept or reject the Plan. Holders of Claims in Class 2 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting-out of the Third Party Releases.

(c) Class 3 - Secured Tax Claims

- *Classification*: Class 3 consists of the Secured Tax Claims.

- Treatment: Subject to Article VIII of the Plan, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Class 3 Claim will receive in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 3 Claim, at the election of the Debtors or Reorganized Debtors, as applicable (with the consent of the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement): (A) Cash equal to the amount of such Allowed Class 3 Claim; (B) such other less favorable treatment as to which the Debtors or Reorganized Debtors, as applicable, and the Holder of such Allowed Class 3 Claim will have agreed upon in writing; (C) the Collateral securing such Allowed Class 3 Claim; (D) such other treatment such that it will not be impaired pursuant to section 1124 of the Bankruptcy Code; or (E) pursuant to and in accordance with sections 1129(a)(9)(C) and 1129(a)(9)(D) of the Bankruptcy Code, Cash in an aggregate amount of such Allowed Class 3 Claim payable in regular installment payments over a period ending not more than five (5) years after the Petition Date, plus simple interest at the rate required by applicable non-bankruptcy law on any outstanding balance from the Effective Date, or such lesser rate as is agreed to in writing by a particular taxing authority and the Debtors or Reorganized Debtors, as applicable, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code; *provided, however*, that Class 3 Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court. Any installment payments to be made under clause (D) or (E) above will be made in equal quarterly Cash payments beginning on the Effective Date (or as soon as reasonably practicable thereafter), and continuing on a quarterly basis until payment in full of the applicable Allowed Class 3 Claim.
  - Voting: Class 3 is an Unimpaired Class, and the Holders of Claims in Class 3 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 3 are not entitled to vote to accept or reject the Plan. Holders of Claims in Class 3 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases.
- (d) Class 4 – Prepetition Credit Agreement Claims
- Classification: Class 4 consists of the Prepetition Credit Agreement Claims.
  - Allowance: The Prepetition Credit Agreement Claims are deemed Allowed in the aggregate principal amount of \$47,357,274.86, plus accrued and unpaid interest thereon.
  - Treatment: On the Effective Date, the Allowed Prepetition Credit Agreement Claims, other than Prepetition Credit Agreement Claims related to any outstanding letters of credit, will, in full and final satisfaction, settlement,

discharge and release of, and in exchange for, such Claims, be indefeasibly paid in full in Cash. To the extent any Prepetition Credit Agreement Claims related to letters of credit issued and outstanding, cash management obligations, or hedging obligations, in each case, as of the Effective Date under the Prepetition Credit Agreement, have not been deemed outstanding under the DIP Facility pursuant to the DIP Orders, such Claims will in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Claims either be (i) in the case of Claims in respect of letters of credit, 105% cash collateralized, (ii) be deemed outstanding under the Exit ABL Facility, or (iii) receive such other treatment as may be acceptable to the Debtors, the Prepetition Credit Agreement Agent, the Issuing Lenders if applicable (as defined in the Prepetition Credit Agreement) and the Required Consenting Noteholders.

- Voting: Class 4 is an Unimpaired Class, and the Holders of Claims in Class 4 will be conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Claims in Class 4 are not entitled to vote to accept or reject the Plan. Holders of Claims in Class 4 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases.

(e) Class 5 – Prepetition Notes Claims Against Parent

- Classification: Class 5 consists of the Prepetition Notes Claims against Parent only.
- Allowance: The Prepetition Notes Claims against Parent are deemed Allowed in the aggregate principal amount of \$1.30 billion, plus accrued and unpaid interest thereon, consisting of:
  - \$800 million in aggregate principal amount, plus accrued and unpaid interest on account of the 2021 Notes; and
  - \$500 million in aggregate principal amount, plus accrued and unpaid interest on account of the 2024 Notes.
- Treatment: On, or as soon as reasonably practicable after, the Effective Date, each Holder of an Allowed Prepetition Notes Claim against Parent will receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim, its Pro Rata share (calculated together with the Claims in Class 6) of the Parent GUC Recovery Cash Pool; provided that the Holders of the Prepetition Notes Claims against the Parent will waive any distribution from the Parent GUC Recovery Cash Pool.
- Voting: Class 5 is Impaired, and Holders of Claims in Class 5 are entitled to vote to accept or reject the Plan.

***The foregoing is offered to Class 5 solely for settlement purposes under Rule 408 of the Federal Rules of Evidence and analogous state law, and such settlement is conditioned on the Bankruptcy Court confirming the Plan and the occurrence of the Effective Date.***

(f) Class 6 – General Unsecured Claims Against Parent

- Classification: Class 6 consists of the General Unsecured Claims against Parent only.
- Treatment: Subject to Article VIII of the Plan, on, or as soon as reasonably practicable after, the Effective Date, each Holder of an Allowed General Unsecured Claim against Parent will receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim, its Pro Rata share (calculated together with the Claims in Class 5) of the Parent GUC Recovery Cash Pool.
- Voting: Class 6 is Impaired, and Holders of Claims in Class 6 are entitled to vote to accept or reject the Plan.

***The foregoing is offered to Class 6 solely for settlement purposes under Rule 408 of the Federal Rules of Evidence and analogous state law, and such settlement is conditioned on the Bankruptcy Court confirming the Plan and the occurrence of the Effective Date.***

(g) Class 7 – Prepetition Notes Claims Against Affiliate Debtors

- Classification: Class 7 consists of the Prepetition Notes Claims against any Affiliate Debtor.
- Allowance: The Prepetition Notes Claims against any Affiliate Debtor are deemed Allowed in the aggregate principal amount of \$1.30 billion, plus accrued and unpaid interest thereon, consisting of:
  - \$800 million in aggregate principal amount, plus accrued and unpaid interest on account of the 2021 Notes; and
  - \$500 million in aggregate principal amount, plus accrued and unpaid interest on account of the 2024 Notes.
- Treatment: On the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Prepetition Notes Claim against any Affiliate Debtor will receive, in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Claim, its Pro Rata share of:
  - the Cash Payout, or
  - solely to the extent that such Holder timely and validly elects to be a Cash Opt-Out Noteholder on the Ballot provided to such Holder or is otherwise deemed to be a Cash Opt-Out Noteholder, (A) 100% of the New Common Stock Pool, subject to dilution from and after the Effective Date on account of the New MIP Equity, and (B), to the extent such Holder is an Accredited Cash Opt-Out Noteholder, Subscription Rights.

In order to opt out of the Cash Payout with respect to all or any portion of its Allowed Prepetition Notes Claim, such applicable Prepetition Noteholder will

be required to tender the underlying Prepetition Notes into a contra-CUSIP pursuant to DTC's ATOP procedures at the time such Holder submits its Ballot, and Prepetition Notes that are tendered into the contra-CUSIP may no longer be transferable.

Notwithstanding anything to the contrary in the Plan, the Cash Payout is contingent upon the consummation of the Equity Rights Offering, and in the event that the Equity Rights Offering is not consummated, no Cash Payout will be distributed to any Holder of an Allowed Prepetition Notes Claim and each Holder of Allowed Prepetition Notes Claims will receive the distribution set forth in subsection (ii) above, regardless of whether such Holder timely and validly elected to be a Cash Opt-Out Noteholder.

- Voting: Class 7 is Impaired, and Holders of Claims in Class 7 are entitled to vote to accept or reject the Plan.

(h) Class 8 – General Unsecured Claims Against Affiliate Debtors

- Classification: Class 8 consists of the General Unsecured Claims against any Affiliate Debtor.
- Treatment: The legal, equitable, and contractual rights of the holders of General Unsecured Claims against any Affiliate Debtor are unaltered by the Plan. Except to the extent that a holder of a General Unsecured Claim against any Affiliate Debtor agrees to a different treatment, on and after the Effective Date, the Debtors will continue to pay (if Allowed) or dispute each General Unsecured Claim against any Affiliate Debtor in the ordinary course of business in accordance with applicable law.
- Voting: Class 8 is an Unimpaired Class, and the Holders of Claims in Class 8 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 8 are not entitled to vote to accept or reject the Plan. Holders of Claims in Class 8 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases.

(i) Class 9 – Intercompany Claims

- Classification: Class 9 consists of the Intercompany Claims.
- Treatment: Subject to the Restructuring Transactions, the Intercompany Claims will be adjusted, reinstated, compromised, or cancelled in such manner as is acceptable to the Required Consenting Noteholders, in consultation with the Debtors.
- Voting: Class 9 is an Unimpaired Class and the Holders of Claims in Class 9 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 9 are not entitled to vote to accept or reject the Plan.

(j) Class 10 – Old Parent Interests

- Classification: Class 10 consists of the Old Parent Interests.
- Treatment: The Old Parent Interests will be discharged and terminated on and as of the Effective Date without any distribution or retaining any property on account of such Equity Interests.
- Voting: Class 10 is an Impaired Class and the Holders of Old Parent Interests in Class 10 are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, the Holders of Old Parent Interests in Class 10 are not entitled to vote to accept or reject the Plan. Holders of Old Parent Interests in Class 10 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases.

(k) Class 11 – Intercompany Equity Interests

- Classification: Class 11 consists of Intercompany Equity Interests.
- Treatment: Subject to the Restructuring Transactions, the Intercompany Equity Interests will remain effective and outstanding on the Effective Date and will be owned and held by the same applicable Person or Entity that held and/or owned such Intercompany Equity Interests immediately prior to the Effective Date.
- Voting: Class 11 is an Unimpaired Class and the Holders of Equity Interests in Class 11 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Equity Interests in Class 11 are not entitled to vote to accept or reject the Plan.

(l) Class 12 – 510(b) Equity Claims

- Classification: Class 12 consists of the 510(b) Equity Claims.
- Treatment: The 510(b) Equity Claims will be discharged and terminated on and as of the Effective Date without any distribution or retaining any property on account of such Claims.
- Voting: Class 12 is an Impaired Class and the Holders of Claims in Class 12 are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 12 are not entitled to vote to accept or reject the Plan. Holders of Claims in Class 12 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases.



### **3. Special Provision Governing Unimpaired Claims**

Except as otherwise provided in the Plan, nothing under the Plan will affect or limit the Debtors' or the Reorganized Debtors' rights and defenses (whether legal or equitable) in respect of any Unimpaired Claims, including, without limitation, all rights in respect of legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claims.

### **4. Elimination of Vacant Classes**

Any Class of Claims that is not occupied as of the commencement of the Confirmation Hearing by an Allowed Claim or a claim temporarily allowed under Bankruptcy Rule 3018, or as to which no vote is cast, will be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

## **D. ACCEPTANCE OR REJECTION OF THE PLAN**

### **1. Presumed Acceptance of Plan**

Classes 1-4, 8, 9, and 11 are Unimpaired under the Plan. Therefore, the Holders of Claims or Equity Interests in such Classes are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and are not entitled to vote to accept or reject the Plan.

### **2. Deemed Rejection of Plan**

Classes 10 and 12 are Impaired and Holders of Old Parent Interests and 510(b) Equity Claims in Classes 10 and 12, respectively, are not entitled to receive or retain any property under the Plan. Accordingly, under section 1126(g) of the Bankruptcy Code, the votes of Holders of Old Parent Interests and 510(b) Equity Claims will not be solicited and such Holders are deemed to reject the Plan.

### **3. Voting Classes**

Classes 5, 6, and 7 are Impaired and entitled to vote under the Plan. The Holders of Claims in Classes 5, 6, and 7 as of the Voting Record Date are entitled to vote to accept or reject the Plan.

### **4. Acceptance by Impaired Class of Claims**

Pursuant to section 1126(c) of the Bankruptcy Code and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims has accepted the Plan if the Holders of at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Allowed Claims in such Class actually voting have voted to accept the Plan.



## **5. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code; Cram Down**

Section 1129(a)(10) of the Bankruptcy Code will be satisfied for purposes of Confirmation by acceptance of the Plan by Class 5 or Class 7. The Debtors request confirmation of the Plan under section 1129(b) of the Bankruptcy Code with respect to any Impaired Class that does not accept the Plan pursuant to section 1126 of the Bankruptcy Code. The Debtors reserve the right, in accordance with the terms of the Restructuring Support Agreement, to modify the Plan or any Exhibit or Plan Schedule in order to satisfy the requirements of section 1129(b) of the Bankruptcy Code, if necessary.

## **6. Votes Solicited in Good Faith**

The Debtors have, and upon the Confirmation Date will be deemed to have, solicited votes on the Plan from the Voting Classes in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including, without limitation, sections 1125 and 1126 of the Bankruptcy Code, and any applicable non-bankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with the solicitation. Accordingly, the Debtors, the Reorganized Debtors, and each of their respective Related Parties will be entitled to, and upon the Confirmation Date are hereby granted, the protections of section 1125(e) of the Bankruptcy Code.

## **E. MEANS FOR IMPLEMENTATION OF THE PLAN**

### **1. Restructuring Transactions**

Without limiting any rights and remedies of the Debtors or Reorganized Debtors under the Plan or applicable law, but in all cases subject to the terms and conditions of the Restructuring Support Agreement and the Restructuring Documents and any consents or approvals required thereunder, the entry of the Confirmation Order will constitute authorization for the Reorganized Debtors to take, or to cause to be taken, all reasonable actions necessary or appropriate to consummate and implement the provisions of the Plan, including but not limited to the actions set forth in the Reorganization Steps Overview, on and after the Confirmation Date, including such reasonable actions set forth in the Reorganization Steps Overview as may be necessary or appropriate to effectuate a corporate restructuring of their respective businesses, to otherwise simplify the overall corporate structure of the Reorganized Debtors, or to reincorporate certain of the Debtors under the laws of jurisdictions other than the laws of which the applicable Debtors are presently formed or incorporated. Such restructuring may include one or more mergers, amalgamations, consolidations, restructures, dispositions, liquidations, dissolutions, or creations of one or more new Entities, as may be reasonably determined by the Debtors or Reorganized Debtors to be necessary or appropriate (with the consent of the Required Consenting Noteholders), set forth in the steps described in the Reorganization Steps Overview, but in all cases subject to the terms and conditions of the Plan, the Restructuring Documents, the Restructuring Support Agreement and any consents or approvals required hereunder or thereunder (collectively, the **“Restructuring Transactions”**).

All such Restructuring Transactions taken, or caused to be taken, will be deemed to have been authorized and approved by the Bankruptcy Court upon the entry of the Confirmation Order. The actions to effectuate the Restructuring Transactions may include: (i) the execution and

delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, disposition, liquidation, or dissolution containing terms that are consistent with the terms of the Plan and that satisfy the applicable requirements of applicable state law and such other terms to which the applicable Entities may agree; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, duty, or obligation on terms consistent with the terms of the Plan and having such other terms to which the applicable Entities may agree; (iii) the filing of appropriate certificates or articles of merger, amalgamation, consolidation, or dissolution pursuant to applicable state law; (iv) the creation of one or more new Entities; and (v) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable state law in connection with such transactions, in each case in form and substance reasonably acceptable to the Required Consenting Noteholders and to the extent necessary to implement the Plan or as set forth in the Reorganization Steps Overview, and in all cases subject to the terms and conditions of the Restructuring Support Agreement, the Plan, and the Restructuring Documents and any consents or approvals required thereunder.

## **2. Continued Corporate Existence**

Subject to the Restructuring Transactions permitted by Article V.A of the Plan, after the Effective Date, the Reorganized Debtors will continue to exist as separate legal Entities in accordance with the applicable law in the respective jurisdiction in which they are incorporated or formed and pursuant to their respective certificates or articles of incorporation and by-laws, or other applicable corporate governance documents, in effect immediately prior to the Effective Date, except to the extent such certificates or articles of incorporation and by-laws, or other applicable corporate governance documents, are amended, restated or otherwise modified under the Plan (subject to such amendment, restatement, or replacement being in accordance with applicable law of the Debtor's jurisdiction of incorporation), including pursuant to the Amended/New Corporate Governance Documents, in each case in form and substance reasonably acceptable to the Required Consenting Noteholders. Notwithstanding anything to the contrary in the Plan, the Claims against a particular Debtor or Reorganized Debtor will remain the obligations solely of such Debtor or Reorganized Debtor and will not become obligations of any other Debtor or Reorganized Debtor solely by virtue of the Plan or the Chapter 11 Cases.

## **3. Vesting of Assets in the Reorganized Debtors Free and Clear of Liens and Claims**

Except as otherwise expressly provided in the Plan, the Confirmation Order, or any Restructuring Document, pursuant to sections 1123(a)(5), 1123(b)(3), 1141(b) and (c) and other applicable provisions of the Bankruptcy Code, on and after the Effective Date, all property and assets of the Estates of the Debtors, including all claims, rights, and Retained Litigation Claims of the Debtors, and any other assets or property acquired by the Debtors or the Reorganized Debtors during the Chapter 11 Cases or under or in connection with the Plan (other than the Claims or Causes of Action subject to the Debtor Release, Professional Fee Claim Reserve and any rejected Executory Contracts and/or Unexpired Leases), will vest in each of the Reorganized Debtors free and clear of all Claims, Liens, charges, and other encumbrances, subject to the Liens which survive the occurrence of the Effective Date as described in Article III of the Plan (including, without limitation, the Liens that secure the Exit Facilities). On and after the Effective Date, each of the Reorganized Debtors may (i) operate their respective businesses, (ii) use, acquire, and dispose of

their respective property and (iii) compromise or settle any Claims, in each case without notice to, supervision of or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, other than restrictions expressly imposed by the Plan or the Confirmation Order.

#### **4. Exit Facility Loan Documents**

On the Effective Date, the Debtors and the Reorganized Debtors, as applicable, will be authorized to execute and deliver, and to consummate the transactions contemplated by, the Exit Facility Loan Documents, in each case in form and substance acceptable to the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement and, in the case of an Exit DDTL Facility, the Delayed-Draw Term Loan Commitment Letter and to the applicable Exit Facility Lenders and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity (other than as expressly required by the applicable Exit Facility Loan Documents or as set forth as conditions precedent in the DIP Facility). On the Effective Date, each Exit Facility Loan Document will constitute legal, valid, binding and authorized indebtedness and obligations of the Reorganized Debtors party thereto, enforceable in accordance with its respective terms and such indebtedness and obligations will not be, and will not be deemed to be, enjoined or subject to discharge, impairment, release or avoidance under the Plan, the Confirmation Order or on account of the Confirmation or Consummation of the Plan.

#### **5. New Common Stock; Book Entry**

On the Effective Date, subject to the terms and conditions of the Plan and the Restructuring Transactions and as described more fully in the Reorganization Steps Overview, Reorganized Parent will issue the New Common Stock pursuant to the Plan and the Amended/New Corporate Governance Documents. For the avoidance of doubt, no distributions will be made to Holders of Unexercised Equity Interests under the Plan, and any such Unexercised Equity Interests will be deemed automatically terminated and cancelled as of the Effective Date.

Distributions of the New Common Stock may be made by delivery or book-entry transfer thereof by the applicable Distribution Agent in accordance with the Plan and the Amended/New Corporate Governance Documents. Upon the Effective Date, after giving effect to the transactions contemplated hereby, the authorized share capital or other equity securities of Reorganized Parent will be that number of shares of New Common Stock as may be designated in the Amended/New Corporate Governance Documents.

#### **6. Listing of New Securities; SEC Reporting**

Prior to the Effective Date, the Required Consenting Noteholders will determine, in consultation with the Debtors, whether to list the New Common Stock for trading on the New York Stock Exchange, the NASDAQ Capital Market, the NASDAQ Global Market, or any other national securities exchange selected by the Required Consenting Noteholders and reasonably acceptable to the Debtors, with such listing, if any, to be effective on, or as soon as reasonably practicable after, the Effective Date.

The Required Consenting Noteholders, in consultation with the Debtors, will determine whether the Reorganized Debtors will maintain their current status and continue as a public

reporting company under applicable U.S. securities laws, and will continue to file annual, quarterly and current reports in accordance with the Exchange Act, as amended, and the rules and regulations promulgated thereunder.

## **7. New Stockholders Agreement; New Registration Rights Agreement**

Subject to the Restructuring Transactions permitted by Article V.A of the Plan, on the Effective Date, Reorganized Parent will enter into, if applicable, the New Stockholders Agreement and, if applicable, the New Registration Rights Agreement, each of which will become effective and binding in accordance with its terms and conditions upon the parties thereto, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity (other than as expressly required by the New Stockholders Agreement and the New Registration Rights Agreement, as applicable).

On and as of the Effective Date, all of the Holders of New Common Stock will be deemed to be parties to the New Stockholders Agreement, if any, without the need for execution by such Holder. The New Stockholders Agreement, if any, will be binding on all Persons or Entities receiving, and all Holders of, the New Common Stock (and their respective successors and assigns), whether such New Common Stock is received or to be received on or after the Effective Date and regardless of whether such Person or Entity executes or delivers a signature page to the New Stockholders Agreement.

## **8. New Management Incentive Plan**

The New Board will be authorized to implement a management incentive plan (the “**New Management Incentive Plan**”) that provides for the issuance of options and/or other equity-based compensation to the management and directors of Reorganized Parent. Up to ten percent (10%) of the New Common Stock, on a fully diluted basis, will be reserved for issuance in connection with the New Management Incentive Plan, with the actual amount to be reserved as determined by the New Board. The participants in the New Management Incentive Plan, the allocations and form of the options and other equity-based compensation to such participants (including the amount of allocations and the timing of the grant of the options and other equity-based compensation), and the terms and conditions of such options and other equity-based compensation (including vesting, exercise prices, base values, hurdles, forfeiture, repurchase rights and transferability) will be determined by the New Board. Any shares of New MIP Equity will dilute equally the shares of New Common Stock otherwise distributed pursuant to the Plan (including, without limitation, pursuant to or in connection with the Equity Rights Offering).

Notwithstanding the foregoing, (i) the New Board will retain a compensation consultant acceptable to the Required Consenting Noteholders prior to the Effective Date to advise them regarding the development of the New Management Incentive Plan and (ii) the New Management Incentive Plan will be adopted by the New Board within one-hundred twenty (120) days after the Effective Date.

## **9. Plan Securities and Related Documentation; Exemption from Securities Laws**

On and after the Effective Date, the Debtors and the Reorganized Debtors, as applicable, are authorized to and will provide or issue the New Common Stock to be distributed and issued

under the Plan (collectively, the “**Plan Securities**”) and any and all other notes, stock, instruments, certificates, and other documents or agreements required to be distributed, issued, executed or delivered pursuant to or in connection with the Plan (collectively, the “**Plan Securities and Documents**”), in each case in form and substance acceptable to the Required Consenting Noteholders, and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity.

The offer, distribution, and issuance, as applicable, of the Plan Securities and Documents under the Plan (including New Common Stock issued in connection with the Equity Rights Offering) will be exempt from or not subject to, or will be effected in a manner that is exempt from or not subject to, any registration or prospectus delivery requirements under applicable securities laws (including, as applicable, Section 5 of the Securities Act or any other federal, state or local law or regulation requiring the registration and/or delivery of a prospectus for offer or sale of a security or registration or licensing of an issuer of a security) pursuant to section 1145(a) of the Bankruptcy Code and/or other applicable exemptions; *provided, however*, that New Common Stock issued to Cash Opt-Out Noteholders in the Equity Rights Offering pursuant to Article V of the Plan will be issued and distributed pursuant to section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder. An offering of Plan Securities provided in reliance on the exemption from registration under the Securities Act pursuant to section 1145(a) of the Bankruptcy Code may be sold without registration under such laws or regulations to the extent permitted under section 1145 of the Bankruptcy Code and deemed to be a public offering thereunder, and such Plan Securities may be resold without registration under such laws or regulations to the extent permitted under section 1145 of the Bankruptcy Code and other applicable law.

Persons or Entities who purchase securities pursuant to the exemption from registration set forth in Section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder will acquire “restricted securities.” Resales of such restricted securities would not be exempted by section 1145 of the Bankruptcy Code from registration under the Securities Act or other applicable law. Holders of restricted securities would, however, be permitted to resell Plan Securities without registration if they are able to comply with the applicable provisions of Rule 144 promulgated under the Securities Act or Rule 144A under the Securities Act or any other applicable registration exemption under the Securities Act, or in a transaction that is registered with the SEC.

In the event that the Reorganized Debtors elect on or after the Effective Date to reflect any ownership of the Plan Securities through the facilities of DTC, the Reorganized Debtors need not provide any further evidence other than the Plan or the Confirmation Order with respect to the treatment of such securities under applicable securities laws. DTC will accept and be entitled to conclusively rely upon the Plan or the Confirmation Order in lieu of a legal opinion regarding whether such securities are exempt from registration and/or eligible for DTC book entry delivery, settlement and depository services.



## **10. Release of Liens and Claims**

To the fullest extent provided under section 1141(c) and other applicable provisions of the Bankruptcy Code, except as otherwise provided in the Plan (including, without limitation, Article V.D of the Plan), in the Confirmation Order, or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to Article VII of the Plan, all Liens, Claims, mortgages, deeds of trust, or other security interests against the assets or property of the Debtors or the Estates will be fully released, canceled, terminated, extinguished and discharged, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity. The filing of the Confirmation Order with any federal, state, or local agency or department will constitute good and sufficient evidence of, but will not be required to effect, the termination of such Liens, Claims and other interests to the extent provided in the immediately preceding sentence. Any Person or Entity holding such Liens, Claims or interests will, pursuant to section 1142 of the Bankruptcy Code and in the case of any DIP Liens at the sole cost and expense of the Reorganized Debtors, promptly execute and deliver to the Reorganized Debtors such instruments of termination, release, satisfaction and/or assignment (in recordable form) as may be reasonably requested by the Reorganized Debtors.

## **11. Corporate Governance Documents of the Reorganized Debtors**

The respective corporate governance documents of each of the Debtors will be amended and restated or replaced (as applicable) by the Amended/New Corporate Governance Documents. Such corporate governance documents will: (i) to the extent required by section 1123(a)(6) of the Bankruptcy Code, include a provision prohibiting the issuance of non-voting equity securities; (ii) authorize the issuance of New Common Stock in an amount not less than the amount necessary to permit the distributions thereof required or contemplated by the Plan; and (iii) to the extent necessary or appropriate, include such provisions as may be needed to effectuate and consummate the Plan and the transactions contemplated herein. After the Effective Date, the Reorganized Debtors may, subject to the terms and conditions of the Amended/New Corporate Governance Documents, amend and restate their respective corporate governance documents as permitted thereby and by applicable law.

## **12. New Board; Initial Officers**

The initial members of the New Board will be selected in accordance with the terms and conditions of the Restructuring Support Agreement. After the initial directors of the New Board are selected, future directors will be elected in accordance with Amended/New Corporate Governance Documents. All officers of the Debtors immediately prior to the Effective Date will be retained in their existing positions upon the Effective Date, subject to the terms of the Plan.

Pursuant to and to the extent required by section 1129(a)(5) of the Bankruptcy Code, the Debtors will disclose in the Plan Supplement the identity and affiliations of any Person proposed to serve on the New Board or as an officer of each of the Reorganized Debtors, and, to the extent such Person is an insider other than by virtue of being a director or an officer, the nature of any compensation for such Person. Each such director and officer will serve from and after the Effective Date pursuant to applicable law and the terms of the Amended/New Corporate

Governance Documents and the other constituent and corporate governance documents of the applicable Reorganized Debtors. The existing boards of directors and other governing bodies of the Debtors will be deemed to have resigned on and as of the Effective Date, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity.

### **13. Corporate Action**

Each of the Debtors and the Reorganized Debtors may take any and all actions reasonably necessary to execute, deliver, File or record such contracts, instruments, releases and other agreements or documents and take such actions as may be reasonably necessary or appropriate to effectuate and implement the provisions of the Plan, including, without limitation, the issuance and the distribution of the securities to be issued pursuant hereto, in each case in form and substance acceptable to the Required Consenting Noteholders, and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by the security holders, officers or directors of the Debtors or the Reorganized Debtors or by any other Person or Entity (except for those expressly required pursuant hereto or by the Restructuring Documents).

After the Confirmation Date, all matters provided for pursuant to the Plan that would otherwise require approval of the stockholders, directors, officers, managers, members or partners of the Debtors (as of prior to the Effective Date) will be deemed to have been so approved and will be in effect prior to, on or after the Effective Date (as appropriate) pursuant to applicable law and without any requirement of further action by such Persons or Entities or the need for any approvals, authorizations, actions or consents of or from any such Persons or Entities.

As of the Effective Date, all matters provided for in the Plan involving the legal or corporate structure of the Debtors or the Reorganized Debtors (including, without limitation, the adoption of the Amended/New Corporate Governance Documents and similar constituent and corporate governance documents, and the selection of directors and officers for, each of the Reorganized Debtors), and any legal or corporate action required by the Debtors or the Reorganized Debtors in connection with the Plan will be deemed to have occurred and will be in full force and effect in all respects, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity.

On and after the Effective Date, the appropriate officers of the Debtors and the Reorganized Debtors are authorized to issue, execute, deliver, and consummate the transactions contemplated by, the contracts, agreements, documents, guarantees, pledges, consents, securities, certificates, resolutions and instruments contemplated by or described in the Plan in the name of and on behalf of the Debtors and the Reorganized Debtors, in each case in form and substance acceptable to the Required Consenting Noteholders, and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity. The secretary and any assistant secretary of the Debtors and the Reorganized Debtors will be authorized to certify or attest to any of the foregoing actions.



#### **14. Cancellation of Notes, Certificates and Instruments**

On the Effective Date, except to the extent otherwise provided in the Plan and the Restructuring Documents (including, without limitation, Article II.B and Article V.B of the Plan), all notes, indentures, instruments, certificates, agreements and other documents evidencing or relating to any Impaired Claim (including, for the avoidance of doubt and without limitation, the Prepetition Notes Indentures and the Prepetition Notes) or any Claim being paid in full in Cash under the Plan will be fully released, terminated, extinguished and discharged (including, in respect of DIP Documents, any duties or obligations of the DIP Agent thereunder), in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity and in the case of any Claim being paid in full in Cash upon the indefeasible payment of such Claim in full in Cash as contemplated by the Plan; *provided* that the Prepetition Debt Documents and the DIP Documents will continue in effect for the limited purpose of (i) allowing Holders of Claims thereunder to receive, and allowing and preserving the rights of the Prepetition Credit Agreement Agent, the Prepetition Notes Indenture Trustee or other applicable Distribution Agents thereunder to make, distributions under the Plan; (ii) permitting the Prepetition Notes Indenture Trustee to exercise its Prepetition Notes Indenture Trustee Charging Lien against such distributions for payment of the Prepetition Notes Indenture Trustee Fees and Expenses; (iii) preserving any rights of the DIP Agent to payment of fees, costs and expenses and otherwise allowing the DIP Agent to take any actions contemplated by the Plan, and (iv) preserving the DIP Contingent Obligations as contemplated by Article II.B of the Plan; *provided further* that, upon completion of the distribution with respect to a specific Prepetition Debt Claim, the Prepetition Debt Documents in connection thereto and any and all notes, securities and instruments issued in connection with such Prepetition Debt Claim will terminate completely without further notice or action and be deemed surrendered.

#### **15. Existing Equity Interests**

On the Effective Date, the Old Parent Interests will be terminated and cancelled without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity.

On the Effective Date, the Intercompany Equity Interests will remain effective and outstanding, except to the extent modified pursuant to the terms of the Reorganization Steps Overview, and will be owned and held by the same applicable Person or Entity that held and/or owned such Intercompany Equity Interests immediately prior to the Effective Date. Each Parent Subsidiary will continue to be governed by the terms and conditions of its applicable corporate governance documents as in effect immediately prior to the Effective Date, except as amended or modified by the Plan, or the Plan Supplement.

#### **16. Sources of Cash for Plan Distributions**

All Cash necessary for the Debtors or the Reorganized Debtors, as applicable, to make payments required pursuant to the Plan will be obtained from their respective Cash balances, including Cash from operations, the Equity Rights Offering and the Exit Facility Credit Agreements. The Debtors and the Reorganized Debtors, as applicable, may also make such

payments using Cash received from their subsidiaries through their respective consolidated cash management systems and the incurrence of intercompany transactions, in all cases subject to the terms and conditions of the Restructuring Support Agreement and the Restructuring Documents.

#### **17. Funding and Use of Professional Fee Claim Reserve**

On or before the Effective Date, the Debtors will fund the Professional Fee Claim Reserve in such amount as determined by the Debtors, with the consent of the Required Consenting Noteholders or as determined by order of the Bankruptcy Court, as necessary in order to be able to pay in full in Cash the Professional Fee Claims, as and when Allowed.

The Cash contained in the Professional Fee Claim Reserve will be used solely to pay the Allowed Professional Fee Claims, with the Unused Cash Reserve Amount (if any) being returned to the Reorganized Debtors within three (3) Business Days after determining the Unused Cash Reserve Amount. The Debtors and the Reorganized Debtors, as applicable, will maintain detailed records of all payments made from the Professional Fee Claim Reserve, such that all payments and transactions will be adequately and promptly documented in, and readily ascertainable from, their respective books and records.

The Professional Fee Claim Reserve will be maintained in trust for the Professionals and will not be considered property of the Debtors' Estates; *provided* that the Reorganized Debtors will have a reversionary interest in the Unused Cash Reserve Amount. To the extent that funds held in the Professional Fee Claim Reserve do not or are unable to satisfy the full amount of the Allowed Professional Fee Claims, such Professionals will have an Allowed Administrative Claim for any such deficiency, which will be satisfied in full in Cash accordance with Article II.A of the Plan.

After the Effective Date, neither the Debtors nor the Reorganized Debtors will deposit any other funds or property into the Professional Fee Claim Reserve without further order of the Bankruptcy Court or otherwise commingle funds in the Professional Fee Claim Reserve. To the extent the Professional Fee Claim Reserve is insufficient to pay in full in Cash the obligations and liabilities for which such reserve was established, then the Reorganized Debtors will, within five (5) Business Days, pay such obligations and liabilities in full in Cash.

#### **18. Continuing Effectiveness of Final Orders**

Payment authorization granted to the Debtors under any prior Final Order entered by the Bankruptcy Court will continue in effect after the Effective Date. Accordingly, the Debtors or the Reorganized Debtors may pay or otherwise satisfy any Claim to the extent permitted by, and subject to, the applicable Final Order without regard to the treatment that would otherwise be applicable to such Claim under the Plan.

#### **19. Payment of Fees and Expenses of Certain Creditors**

The Debtors and the Reorganized Debtors, as applicable, will, on and after the Confirmation Date and to the extent invoiced in accordance with the terms of the applicable engagement letter(s), pay the Ad Hoc Noteholder Group Fees and Expenses (whether accrued prepetition or postpetition and to the extent not otherwise paid prior to or during the Chapter 11

Cases), without the need for application by any such parties to the Bankruptcy Court, and without notice and a hearing pursuant to section 1129(a)(4) of the Bankruptcy Code or otherwise.

## **20. Payment of Fees and Expenses of the Prepetition Notes Indenture Trustee**

The Debtors will, on and after the Effective Date, and upon the presentment of invoices in customary form (which may be redacted to preserve any confidential or privileged information), pay the Prepetition Notes Indenture Trustee Fees and Expenses (in each case whether accrued prepetition or postpetition and to the extent not otherwise paid during the Chapter 11 Cases), without the need for application by any party to the Bankruptcy Court, and without notice and a hearing pursuant to section 1129(a)(4) of the Bankruptcy Code or otherwise. From and after the Effective Date, the Reorganized Debtors will pay any Prepetition Notes Indenture Trustee Fees and Expenses in full in Cash without further court approval.

## **21. Equity Rights Offering**

Pursuant to the terms of the Plan and the Equity Rights Offering Procedures, each Accredited Cash Opt-Out Noteholder will have the opportunity but not the obligation to subscribe for its Pro Rata share of an amount of New Common Stock to be issued as of the Effective Date necessary to fully fund the Cash Payout at the Purchase Price (as defined in the Equity Rights Offering Procedures) set forth in the Equity Rights Offering Procedures.

Each Accredited Cash Opt-Out Noteholder that elects to purchase the maximum number of Equity Rights Offering Shares that such Accredited Cash Opt-Out Noteholder may purchase in the Equity Rights Offering will also have the right to elect to purchase additional Equity Rights Offering Shares that are not timely, duly and validly subscribed and paid for in the Equity Rights Offering, as more fully set forth in the Rights Offering Procedures.

The Equity Rights Offering will be conducted in reliance upon the exemption from registration set forth in Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder.

The proceeds of the Equity Rights Offering will be used exclusively to fund the Cash Payout provided to Cash Payout Noteholders, in full and final satisfaction of such Holders' Prepetition Notes Claims, which will be released and discharged pursuant to Article XI of the Plan. Notwithstanding anything to the contrary in the Plan, if the Equity Rights Offering Amount is less than the aggregate amount of the Cash Payout, then the amount of Prepetition Notes Claims held by the Cash Payout Noteholders satisfied by the Cash Payout will automatically be reduced, and any remaining portion of such Cash Payout Noteholders' Prepetition Notes Claims that is not satisfied through the Cash Payout as a result of such automatic reduction will receive the treatment such Holder would receive if such Holder were a Cash Opt-Out Noteholder. For the avoidance of doubt, under no circumstance will the amount actually paid out in the Cash Payout exceed the Equity Rights Offering Amount.

Consummation of the Equity Rights Offering and delivery of any Cash Payout is contingent upon the consent of the Required Consenting Noteholders. In the event the Equity Rights Offering is not consummated, then no Cash Payout will be made to any Cash Payout Noteholder and such

Holder will receive the treatment such Holder would receive if such Holder were a Cash Opt-Out Noteholder.

Notwithstanding anything in the Plan to the contrary, the New Common Stock issued in connection with the Equity Rights Offering will be subject to dilution by the New MIP Equity.

## **F. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

### **1. Assumption of Executory Contracts and Unexpired Leases**

On the Effective Date, all Executory Contracts and Unexpired Leases of the Debtors will be assumed by the Debtors in accordance with, and subject to, the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code (including, for the avoidance of doubt, the Restructuring Support Agreement), except for those Executory Contracts and Unexpired Leases that:

- (a) have been assumed or rejected by the Debtors by prior order of the Bankruptcy Court;
- (b) are the subject of a motion to reject filed by the Debtors pending on the Effective Date;
- (c) are identified by the Debtors (with the consent of the Required Consenting Noteholders) and Filed in the Plan Supplement as rejected Executory Contracts and Unexpired Leases, which Plan Schedule may be amended by the Debtors (with the consent of the Required Consenting Noteholders) to add or remove Executory Contracts and Unexpired Leases by filing with the Bankruptcy Court an amended Plan Schedule and serving it on the affected non-Debtor contract parties at least seven (7) days prior to the Plan Objection Deadline; or
- (d) are rejected or terminated by the Debtors pursuant to the terms of the Plan.

Without amending or altering any prior order of the Bankruptcy Court approving the assumption or rejection of any Executory Contract or Unexpired Lease, entry of the Confirmation Order by the Bankruptcy Court will constitute approval of such assumptions pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

To the extent any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned (as applicable) pursuant to the Plan or any prior order of the Bankruptcy Court (including, without limitation, any “change in control” provision, “change of control” provision, or provision with words of similar import) (a) prohibits, restricts or conditions, or purports to prohibit, restrict or condition, (b) is modified, breached or terminated (or deemed modified, breached or terminated), (c) increases, accelerates or otherwise alters any obligations or liabilities of the Debtors or Reorganized Debtors (or purports to increase, accelerate or otherwise alter any obligations or liabilities of the Debtors or Reorganized Debtors), or (d) results in the creation or imposition of any Lien upon any property or assert of any of the Debtors or Reorganized Debtors (or purports to result in the creation or imposition of any Lien upon any property or asset of any of the Debtors or Reorganized Debtors), in each case as a result of (i) the commencement

of these Chapter 11 Cases or the insolvency or financial condition of any Debtor at any time before the closing of its respective Chapter 11 Case, (ii) any Debtor's or any Reorganized Debtor's assumption or assumption and assignment (as applicable) of such Executory Contract or Unexpired Lease or (iii) the Confirmation or Consummation of the Plan, then such provision will, to the extent provided by section 365 of the Bankruptcy Code, be deemed modified such that the transactions contemplated by the Plan will not entitle the non-debtor party thereto to modify or terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights or remedies with respect thereto, and any required consent under any such contract or lease will be deemed satisfied by the Confirmation of the Plan.

Each Executory Contract and Unexpired Lease assumed and/or assigned pursuant to the Plan will revert in and be fully enforceable by the applicable Reorganized Debtor or the applicable assignee in accordance with its terms and conditions, except as modified by the provisions of the Plan, any order of the Bankruptcy Court approving its assumption and/or assignment, or applicable law.

The inclusion or exclusion of a contract or lease on any schedule or exhibit will not constitute an admission by any Debtor that such contract or lease is an Executory Contract or Unexpired Lease or that any Debtor has any liability thereunder.

## **2. Cure of Defaults; Assignment of Executory Contracts and Unexpired Leases**

Any defaults under each Executory Contract and Unexpired Lease to be assumed, or assumed and assigned, pursuant to the Plan will be satisfied, pursuant to and to the extent required by section 365(b)(1) of the Bankruptcy Code, by payment of the applicable default amount in Cash on or in connection with the Effective Date or on such other terms as the Bankruptcy Court may order or the parties to such Executory Contracts or Unexpired Leases may otherwise agree in writing (with the consent of the Required Consenting Noteholders) (the "**Cure Claim Amount**").

In the event of an assumption, or an assumption and assignment, of an Executory Contract or Unexpired Lease that is in default under the Plan, at least seven (7) days prior to the Plan Objection Deadline (or, in the case of an Executory Contract or Unexpired Lease removed from the Plan Schedule after such date, no later than one (1) Business Day after such removal), the Debtors will File and serve upon counterparties to such Executory Contracts and Unexpired Leases, a notice of the proposed assumption, or proposed assumption and assignment, which will: (a) list the applicable Cure Claim Amount, if any; (b) if applicable, identify the party to which the Executory Contract or Unexpired Lease will be assigned; (c) describe the procedures for filing objections thereto; and (d) explain the process by which related disputes will be resolved by the Bankruptcy Court.

Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption, or proposed assumption and assignment under the Plan, or any related cure amount, must be Filed, served and actually received by the Debtors and counsel to the Ad Hoc Noteholder Group prior to the Plan Objection Deadline (notwithstanding anything in the Schedules or a proof of Claim to the contrary). Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption, or proposed assumption and assignment, or cure amount will be deemed to have consented to such matters and will be deemed to have forever released and waived any objection to such proposed assumption, proposed



assumption and assignment, and cure amount. The Confirmation Order will constitute an order of the Bankruptcy Court approving each proposed assumption, or proposed assumption and assignment, of Executory Contracts and Unexpired Leases pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

In the event of a dispute regarding (a) the amount of any cure payment, (b) the ability of any Debtor or assignee to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or assumed and assigned or (c) any other matter pertaining to assumption or assignment, the applicable cure payments required by section 365(b)(1) of the Bankruptcy Code will be made following the entry of a Final Order resolving the dispute and approving such assumption or assumption and assignment. If such objection is sustained by Final Order of the Bankruptcy Court, the Debtors or the Reorganized Debtors, as applicable, may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming or assigning it. The Debtors or the Reorganized Debtors, as applicable, will be authorized to effect such rejection by filing a written notice of rejection with the Bankruptcy Court and serving such notice on the applicable counterparty within ten (10) days of the entry of such Final Order.

Subject to any cure claims Filed with respect thereto, assumption or assumption and assignment of any Executory Contract or Unexpired Lease pursuant to the Plan will result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption or assumption and assignment, in each case as provided in section 365 of the Bankruptcy Code, in each case subject to the remaining terms and conditions of Article VI of the Plan. Any proofs of Claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed or assumed and assigned by Final Order will be deemed disallowed and expunged (subject to any cure claims Filed with respect thereto), without further notice to or action, order, or approval of the Bankruptcy Court.

With respect to any Executory Contract or Unexpired Lease assumed and assigned pursuant to the Plan, upon and as of the Effective Date, the applicable assignee will be deemed to be substituted as a party thereto for the applicable Debtor party to such assigned Executory Contract or Unexpired Lease and, accordingly, the Debtors and the Reorganized Debtors will be relieved, pursuant to and to the extent set forth in section 365(k) of the Bankruptcy Code, from any further liability under such assigned Executory Contract or Unexpired Lease.

### **3. Rejection of Executory Contracts and Unexpired Leases**

The Debtors reserve the right, at any time prior to the Effective Date, except as otherwise specifically provided in the Plan, to seek to reject (with the consent of the Required Consenting Noteholders) any Executory Contract or Unexpired Lease and to file a motion requesting authorization for the rejection of any such contract or lease. All Executory Contracts and Unexpired Leases listed on a Plan Schedule as rejected Executory Contracts and Unexpired Leases will be deemed rejected as of the Effective Date. The Confirmation Order will constitute an order of the Bankruptcy Court approving the rejections described in Article VI of the Plan pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. Rejection of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise will not constitute a

termination of any preexisting obligations owed to the Debtors or the Reorganized Debtors, as applicable, under such Executory Contracts or Unexpired Leases.

#### **4. Claims on Account of the Rejection of Executory Contracts or Unexpired Leases**

All proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be filed with the Bankruptcy Court within thirty (30) days after service of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection.

Any Person or Entity that is required to file a proof of Claim arising from the rejection of an Executory Contract or an Unexpired Lease that fails to timely do so will be forever barred, estopped and enjoined from asserting such Claim, and such Claim will not be enforceable, against the Debtors, the Reorganized Debtors or the Estates, and the Debtors, the Reorganized Debtors and their Estates and their respective assets and property will be forever discharged from any and all indebtedness and liability with respect to such Claim unless otherwise ordered by the Bankruptcy Court or as otherwise provided in the Plan. All such Claims will, as of the Effective Date, be subject to the permanent injunction set forth in Article X.G of the Plan.

#### **5. D&O Liability Insurance Policies**

On the Effective Date, each D&O Liability Insurance Policy will be deemed and treated as an Executory Contract that is and will be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no proof of Claim, request for administrative expense, or cure claim need be Filed, and all Claims arising from the D&O Liability Insurance Policies will survive the Effective Date and be Unimpaired. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the Debtors' assumption of each of the D&O Liability Insurance Policies.

After assumption of the D&O Liability Insurance Policies, nothing in the Plan otherwise alters the terms and conditions of the D&O Liability Insurance Policies. Confirmation and Consummation of the Plan will not impair or otherwise modify any available defenses of the Reorganized Debtors under the D&O Liability Insurance Policies. For the avoidance of doubt, the D&O Liability Insurance Policies will continue to apply with respect to actions, or failures to act, that occurred on or prior to the Effective Date, subject to the terms and conditions of the D&O Liability Insurance Policies.

The Debtors are further authorized to take such reasonable actions, and to execute and deliver such documents, as may be reasonably necessary or appropriate to implement, maintain, cause the binding of, satisfy any terms or conditions of, or otherwise secure for the insureds the benefits of the D&O Tail Policy, without further notice to or order of the Bankruptcy Court or approval or consent of any Person or Entity.

Notwithstanding anything to the contrary in any D&O Liability Insurance Policies issued prior to the Effective Date, the Reorganized Debtors will not have any obligation or responsibility for the payment of any self-insured retention thereunder or in connection therewith, and no Person



or Entity will be entitled to seek reimbursement from or to subrogate against any Reorganized Debtors with respect to any payments made under such policies.

## 6. Indemnification Provisions

On the Effective Date, all Indemnification Provisions will be deemed and treated as Executory Contracts that are and will be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no proof of Claim, request for administrative expense, or cure claim need be Filed, and all Claims arising from the Indemnification Provisions will survive the Effective Date and be Unimpaired; provided, however, that, to the maximum extent permitted under applicable law, this provision will not include any such Claims arising from or related to (i) any Excluded Party or (ii) any indemnification Claims against the Parent that are based on fraud, gross negligence, or willful misconduct, in each case as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the Debtors' assumption of each of the Indemnification Provisions. Confirmation and Consummation of the Plan will not impair or otherwise modify any available defenses of the Reorganized Debtors or other applicable parties under the Indemnification Provisions. For the avoidance of doubt, the Indemnification Provisions will continue to apply with respect to actions, or failures to act, that occurred on or prior to the Effective Date, subject to the terms and conditions of the Indemnification Provisions.

## 7. Employment Plans

On the Effective Date, all employment agreements and severance policies, including all employment, compensation, and benefit plans, policies, and programs of the Debtors applicable to any of their respective officers, employees or retirees, and any of the officers, employees or retirees of their respective subsidiaries, including, without limitation, all workers' compensation programs, savings plans, retirement plans, SERP plans, healthcare plans, disability plans, severance benefit plans, incentive plans, change-in-control plans, insurance plans including but not limited to life and accidental death and dismemberment insurance plans, health and welfare plans, and 401(k) plans (in each case, as applicable) (collectively, the "**Specified Employee Plans**") will be deemed and treated as Executory Contracts that are and will, subject to the following proviso, be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no Proof of Claim, request for administrative expense, or cure claim need be Filed; *provided* that (a) the Debtors, pursuant to the Restructuring Support Agreement, acknowledged and agreed that the Consummation of the Plan will not constitute a change in control or term of similar meaning pursuant to any of the Specified Employee Plans, and the Confirmation Order will contain a finding and such other provisions acceptable to the Required Consenting Noteholders confirming the same, and (b) each "Executive" employment agreement, "Level I" employment agreement and "Level II" employment agreement will only be maintained and assumed by the Debtors (and assigned to the Reorganized Debtors, if necessary) and considered a Specified Employee Plan if the employee party to such agreement, on or prior to the Effective Date, (i) confirms that the Consummation of the Plan does not constitute a change in control and (ii) waives any right to resign with "good reason" solely or in part as a result of the Consummation of the Plan.

All Claims arising from the Specified Employee Plans will survive the Effective Date and be Unimpaired. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the Debtors' assumption of each of the Specified Employee Plans. Confirmation and Consummation of the Plan will not impair or otherwise modify any available defenses of the Reorganized Debtors or other applicable parties under the Specified Employee Plans.

## **8. Insurance and Surety Contracts**

On the Effective Date, each Insurance and Surety Contract will be deemed and treated as an Executory Contract that is and will be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no proof of Claim, request for administrative expense, or cure claim need be Filed, and all Claims arising from the Insurance and Surety Contracts will survive the Effective Date and be Unimpaired. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the Debtors' assumption of each of the Insurance and Surety Contracts. After assumption of the Insurance and Surety Contracts, nothing in the Plan otherwise alters the terms and conditions of the Insurance and Surety Contracts. Confirmation and Consummation of the Plan will not impair or otherwise modify any available defenses of the Reorganized Debtors or other applicable counterparties under the Insurance and Surety Contracts.

## **9. Extension of Time to Assume or Reject**

Notwithstanding anything to the contrary set forth in Article VI of the Plan, in the event of a dispute as to whether a contract is executory or a lease is unexpired, the right of the Reorganized Debtors to move to assume or reject such contract or lease will be extended until the date that is ten (10) days after entry of a Final Order by the Bankruptcy Court determining that the contract is executory or the lease is unexpired. The deemed assumption provided for in Article VI.A of the Plan will not apply to any such contract or lease, and any such contract or lease will be assumed or rejected only upon motion of the Reorganized Debtors following the Bankruptcy Court's determination that the contract is executory or the lease is unexpired.

## **10. Modifications, Amendments, Supplements, Restatements, or Other Agreements**

Unless otherwise provided in the Plan, each Executory Contract or Unexpired Lease that is assumed by the Debtors or the Reorganized Debtors will include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing has been previously rejected or repudiated or is rejected or repudiated hereunder. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases will not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

## **G. PROVISIONS GOVERNING DISTRIBUTIONS**

### **1. Distributions for Claims Allowed as of the Effective Date**

Except as otherwise provided in the “Treatment” sections in Article III of the Plan or as ordered by the Bankruptcy Court, distributions to be made on account of Claims that are Allowed Claims as of the Effective Date will be made on the Effective Date or as soon as reasonably practicable thereafter. Any payment or distribution required to be made under the Plan on a day other than a Business Day will be made on the next succeeding Business Day. Distributions on account of Disputed Claims that first become Allowed Claims after the Effective Date will be made pursuant to Article VIII of the Plan.

### **2. No Postpetition Interest on Claims**

Unless otherwise specifically provided for in the Plan, the Confirmation Order or Final Order of the Bankruptcy Court, or required by applicable bankruptcy law (including, without limitation, as required pursuant to section 506(b) or section 511 of the Bankruptcy Code), postpetition interest will not accrue or be paid on any Claims (except DIP Super-Priority Claims) and no Holder of a Claim (except a DIP Super-Priority Claim) will be entitled to interest accruing on or after the Petition Date on any Claim.

### **3. Distributions by the Reorganized Debtors or Other Applicable Distribution Agent**

Other than as specifically set forth below or as otherwise provided in the Plan, the Reorganized Debtors or other applicable Distribution Agent will make all distributions required to be distributed under the Plan. Distributions on account of the Allowed Prepetition Debt Claims and Allowed DIP Super-Priority Claims will be made to the Prepetition Credit Agreement Agent, the Prepetition Notes Indenture Trustee, and the DIP Agent, as applicable, and such agent or trustee will be, and will act as, the Distribution Agent with respect to its respective Class of Claims in accordance with the terms and conditions of the Plan and the applicable debt documents. All distributions to Holders of Prepetition Debt Claims and DIP Super-Priority Claims will be deemed completed when made by the Reorganized Debtors to the Prepetition Credit Agreement Agent, the Prepetition Notes Indenture Trustee (or as directed by the Prepetition Notes Indenture Trustee), and the DIP Agent, or as otherwise provided in the Plan, as applicable. The Reorganized Debtors may employ or contract with other Entities to assist in or make the distributions required by the Plan and may pay the reasonable fees and expenses of such Entities and the Distribution Agents in the ordinary course of business. No Distribution Agent will be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court.

The distributions of New Common Stock to be made under the Plan to Holders of Allowed Prepetition Notes Claims will be made by the Debtors or Reorganized Debtors, as applicable, to the Prepetition Notes Indenture Trustee, which will transmit (or cause to be transmitted) such distributions to Holders of Allowed Prepetition Notes Claims in accordance with the Prepetition Notes Indenture or as set forth below. Notwithstanding anything to the contrary in the Plan, the Prepetition Notes Indenture Trustee may transfer or direct the transfer of such distributions through the facilities of DTC and, in such event, will be entitled to recognize and deal for all purposes under the Plan with Holders of the Prepetition Notes to the extent consistent with the policies or customary practices of DTC. If such distributions cannot be made through the facilities of DTC,

the Debtors or Reorganized Debtors, as applicable, will implement procedures in consultation with the Prepetition Notes Indenture Trustee and reasonably acceptable to the Required Consenting Noteholders to make distributions with respect to the Prepetition Notes. The Debtors or Reorganized Debtors (as applicable) will use their best efforts to make the New Common Stock to be distributed to Holders of the Prepetition Notes eligible for distribution through the facilities of DTC. The distributions of Subscription Rights under the Plan to Accredited Cash Opt-Out Noteholders will be made by the Voting and Claims Agent as provided in the Equity Rights Offering Procedures. The obligations of the Prepetition Notes Indenture Trustee under the Prepetition Notes Indentures, the Prepetition Notes, and the Plan will be deemed fully satisfied upon DTC's receipt of the distributions with respect to the Prepetition Notes.

#### **4. Delivery and Distributions; Undeliverable or Unclaimed Distributions**

##### **(a) Record Date for Distributions**

On the Distribution Record Date, the Claims Register (and the Debtors' books and records with respect to the Holders of Equity Interests in Parent) will be closed. Accordingly, the Debtors, the Reorganized Debtors or other applicable Distribution Agent will have no obligation to recognize the assignment, transfer or other disposition of, or the sale of any participation in, any Allowed Claim (other than DIP Super-Priority Claims and Prepetition Debt Claims) or Allowed Equity Interest that occurs after the close of business on the Distribution Record Date, and will be entitled for all purposes in the Plan to recognize and distribute securities, property, notices and other documents only to those Holders of Allowed Claims (other than DIP Super-Priority Claims and Prepetition Debt Claims) or Allowed Equity Interest who are Holders of such Claims or Equity Interests, or participants therein, as of the close of business on the Distribution Record Date. The Reorganized Debtors or other applicable Distribution Agent will be entitled to recognize and deal for all purposes under the Plan with only those record holders stated on the Claims Register, or their books and records, as of the close of business on the Distribution Record Date; *provided, however*, that the Distribution Record Date will not apply to the DIP Super-Priority Claims, Prepetition Debt Claims, or any securities of the Debtors deposited with DTC.

##### **(b) Delivery of Distributions in General**

Except as otherwise provided in the Plan, the Debtors, the Reorganized Debtors or other applicable Distribution Agent, as applicable, will make distributions to Holders of Allowed Claims, or in care of their authorized agents, as appropriate, at the address for each such Holder or agent as indicated on the Debtors' or other applicable Distribution Agent's books and records as of the date of any such distribution; *provided, however*, that the manner of such distributions will be determined in the discretion of the applicable Distribution Agent (subject to the terms and conditions of the DIP Agreement and the relevant Prepetition Debt Documents, if applicable); *provided further*, that the address for each Holder of an Allowed Claim will be deemed to be the address set forth in the latest proof of Claim, if any, Filed by such Holder pursuant to Bankruptcy Rule 3001 as of the Distribution Record Date.

##### **(c) Minimum Distributions**

Notwithstanding anything in the Plan to the contrary, no Distribution Agent will be required to make distributions or payments of less than \$100.00 (whether in Cash or otherwise) or

to make partial distributions or payments of fractions of dollars or New Common Stock, in each case with respect to Impaired Claims. With respect to Impaired Claims, whenever any payment or distribution of a fraction of a dollar or a fraction of a share of New Common Stock under the Plan would otherwise be called for, the actual payment or distribution will reflect a rounding of such fraction down to the nearest whole dollar or share of New Common Stock (and no Cash will be distributed in lieu of such fractional New Common Stock). For the avoidance of doubt, DTC will be considered a single holder for purposes of distributions.

No Distribution Agent will have any obligation to make a distribution on account of an Allowed Claim that is Impaired under the Plan if: (a) the aggregate amount of all distributions authorized to be made on the Effective Date is or has an economic value less than \$25,000, unless such distribution is a final distribution; or (b) the amount to be distributed to the specific Holder of an Allowed Claim on the Effective Date does not constitute a final distribution to such Holder and is or has an economic value less than \$25.00, which will be treated as an undeliverable distribution under Article VII.D.4 of the Plan.

(d) Undeliverable Distributions

- *Holding of Certain Undeliverable Distributions:* If the distribution to any Holder of an Allowed Claim is returned to the Distribution Agent as undeliverable or is otherwise unclaimed, no further distributions will be made to such Holder unless and until the Distribution Agent is notified in writing of such Holder's then current address in accordance with the time frames described in Article VII.D.4(b) of the Plan, at which time (or as soon as reasonably practicable thereafter) all currently due but missed distributions will be made to such Holder. Undeliverable distributions will remain in the possession of the Reorganized Debtors or in the applicable reserve, subject to Article VII.D.4(b) of the Plan, until such time as any such distributions become deliverable. Undeliverable distributions will not be entitled to any additional interest, dividends or other accruals of any kind on account of their distribution being undeliverable.
- *Failure to Claim Undeliverable Distributions:* Any Holder of an Allowed Claim (or any successor or assignee or other Person or Entity claiming by, through, or on behalf of, such Holder) that does not assert a right pursuant to the Plan for an undeliverable or unclaimed distribution within ninety (90) days after the later of the Effective Date or the date such distribution is due will be deemed to have forfeited its rights for such undeliverable or unclaimed distribution and will be forever barred and enjoined from asserting any such rights for an undeliverable or unclaimed distribution against the Debtors or their Estates, the Reorganized Debtors or their respective assets or property, or any Distribution Agent. In such case, any Cash, Plan Securities, or other property reserved for distribution on account of such Claim will become the property of the Reorganized Debtors, free and clear of any Claims or other rights of such Holder with respect thereto and notwithstanding any federal or state escheat laws to the contrary. Any such Cash, Plan Securities, or other property will thereafter be distributed or allocated in accordance with the applicable terms



and conditions of the Plan; provided, however if the aggregate amount of Allowed Claims in Class 6 is less than the Parent GUC Recovery Cash Pool, then the excess Parent GUC Recovery Cash Pool will constitute property of the Reorganized Debtors. Nothing contained in the Plan will require the Debtors, the Reorganized Debtors, or any Distribution Agent to attempt to locate any Holder of an Allowed Claim.

- *Failure to Present Checks*: Checks issued by the Distribution Agent on account of Allowed Claims will be null and void if not negotiated within ninety (90) days after the issuance of such check. Requests for reissuance of any check will be made directly to the Distribution Agent by the Holder of the relevant Allowed Claim with respect to which such check originally was issued. Any Holder of an Allowed Claim holding an un-negotiated check that does not request reissuance of such un-negotiated check within ninety (90) days after the date of mailing or other delivery of such check will have its rights for such un-negotiated check discharged and be forever barred, estopped and enjoined from asserting any such right against the Debtors, their Estates, the Reorganized Debtors, or their respective assets or property. In such case, any Cash held for payment on account of such Claims will become the property of the Reorganized Debtors, free and clear of any Claims or other rights of such Holder with respect thereto and notwithstanding any federal or state escheat laws to the contrary. Any such Cash will thereafter be distributed or allocated in accordance with the applicable terms and conditions of the Plan.

## **5. Compliance with Tax Requirements**

In connection with the Plan and all distributions hereunder, the Reorganized Debtors or other applicable Distribution Agent will comply with all applicable withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions hereunder will be subject to any such applicable withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors or other applicable Distribution Agent will be authorized to take any and all reasonable actions that may be necessary or appropriate to comply with such applicable withholding and reporting requirements. All Persons and Entities holding Claims or Equity Interests will be required to provide any information necessary to effect information reporting and the withholding of such taxes (or establish eligibility for an exclusion for the withholding of taxes), and each Holder of an Allowed Claim will have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit, including income, withholding, and other tax obligations, on account of such distribution. Any amounts withheld or reallocated pursuant to the Plan will be treated as if distributed to the Holder of the Allowed Claim.

## **6. Allocation of Plan Distributions Between Principal and Interest**

To the extent that any Allowed Claim entitled to a distribution under the Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution will, to the extent permitted by applicable law, be allocated for U.S. federal income tax purposes to the principal amount of the Claim first and then, to the extent that the consideration exceeds the principal amount of the Claim, to the portion of such Claim representing accrued but unpaid interest.

## **7. Means of Cash Payment**

Payments of Cash made pursuant to the Plan will be in U.S. dollars and will be made, at the option of the applicable Distribution Agent, by checks drawn on, or wire transfer from, a domestic bank selected by such Distribution Agent. Cash payments to foreign creditors may be made, at the option of the applicable Distribution Agent, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

## **8. Timing and Calculation of Amounts to Be Distributed**

Except as otherwise provided in the “Treatment” sections in Article III of the Plan or as ordered by the Bankruptcy Court, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Claim will receive the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims will be made pursuant to the provisions set forth in the applicable class treatment or in Article VIII of the Plan. Except as otherwise provided in the Plan, Holders of Claims will not be entitled to interest, dividends or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date.



## 9. Setoffs

Without altering or limiting any of the rights and remedies of the Debtors and the Reorganized Debtors under section 502(d) of the Bankruptcy Code, all of which rights and remedies are hereby reserved, the Debtors and the Reorganized Debtors may, but will not be required to, withhold (but not setoff except as set forth below) from the distributions called for hereunder on account of any Allowed Claim an amount equal to any claims, Causes of Action and Retained Litigation Claims of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim; *provided* that, at least ten (10) days prior to effectuating such withholding, the Debtors or the Reorganized Debtors, as applicable, will provide written notice thereof to the applicable Holder of such Claim, and all objections and defenses of such Holder to such withholding are preserved. In the event that any such claims, Causes of Action or Retained Litigation Claims are adjudicated by Final Order or otherwise resolved against the applicable Holder, the Debtors and the Reorganized Debtors may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off against any Allowed Claim and the distributions to be made pursuant hereto on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), the amount of such adjudicated or resolved claims, Causes of Action or Retained Litigation Claims. Neither the failure to effect such a setoff nor the allowance of any Claim hereunder will constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claims, Causes of Action or Retained Litigation Claims, all of which are reserved unless expressly released or compromised pursuant to the Plan or the Confirmation Order. Notwithstanding anything to the contrary in the Plan, the Allowed Prepetition Notes Claims and the distributions to be made pursuant hereto on account of such Claims will not be subject to set off by the Debtors or the Reorganized Debtors pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law and the Debtors and the Reorganized Debtors hereby waive any and all rights of set off against such Claims.

## H. PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS

### 1. Resolution of Disputed Claims and Equity Interests

#### (a) Allowance of Claims

After the Effective Date, and except as otherwise provided in the Plan, the Reorganized Debtors will have and will retain any and all available rights and defenses that the Debtors had with respect to any Claim, including, without limitation, the right to assert any objection to Claims based on the limitations imposed by section 502 or section 510 of the Bankruptcy Code. The Debtors and the Reorganized Debtors may contest the amount and validity of any Disputed Claim in the ordinary course of business in the manner and venue in which such Claim would have been determined, resolved or adjudicated if the Chapter 11 Cases had not been commenced.

(b) Prosecution of Objections to Claims

After the Confirmation Date but before the Effective Date, the Debtors (with the consent of the Required Consenting Noteholders), and after the Effective Date, the Reorganized Debtors, will have the authority to File objections to Claims (other than those that are Allowed under the Plan) and settle, compromise, withdraw or litigate to judgment objections to any and all such Claims, regardless of whether such Claims are in an Unimpaired Class or otherwise; *provided, however*, that this provision will not apply to Professional Fee Claims, which may be objected to by any party-in-interest in these Chapter 11 Cases. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without any further notice to or action, order or approval of the Bankruptcy Court. The Reorganized Debtors will have the sole authority to administer and adjust the Claims Register and their respective books and records to reflect any such settlements or compromises without any further notice to or action, order or approval of the Bankruptcy Court.

(c) Claims Estimation

After the Confirmation Date but before the Effective Date, the Debtors (with the consent of the Required Consenting Noteholders), and after the Effective Date, the Reorganized Debtors may at any time request that the Bankruptcy Court estimate any Disputed Claim or contingent or unliquidated Claim pursuant to applicable law, including, without limitation, section 502(c) of the Bankruptcy Code, and the Bankruptcy Court will retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any such Claim, whether for allowance or to determine the maximum amount of such Claim, including during the litigation concerning any objection to any Claim or during the pendency of any appeal relating to any such objection. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court. The rights and objections of all parties are reserved in connection with any such estimation.

(d) No Filings of Proofs of Claim

Except as otherwise provided in the Plan, Holders of Claims, including the Prepetition Notes Indenture Trustee with respect to the Prepetition Notes Indentures and the Prepetition Notes and the DIP Agent with respect to the DIP Super-Priority Claims, will not be required to File a proof of Claim, and no such parties should File a proof of Claim; *provided* that Holders of General Unsecured Claims against the Parent only will be required to file a proof of claim pursuant to separate bar date procedures to be provided to such parties by the Debtors. Other than with respect to the General Unsecured Claims against the Parent only, the Debtors do not intend to object in the Bankruptcy Court to the allowance of Claims Filed; *provided, however*, that the Debtors and the Reorganized Debtors, as applicable, reserve the right to object to any Claim or Equity Interest that is entitled, or deemed to be entitled, to a distribution under the Plan or is rendered Unimpaired under the Plan. Instead, the Debtors intend to make distributions, as required by the Plan, in accordance with the books and records of the Debtors. Unless disputed by a Holder of a Claim, the amount set forth in the books and records of the Debtors will constitute the amount of the Allowed Claim of such Holder. If any such Holder of a Claim disagrees with the Debtors' books and records with respect to the Allowed amount of such Holder's Claim, such Holder must so advise the Debtors in writing, in which event the Claim will become a Disputed Claim. The

Debtors intend to attempt to resolve any such disputes consensually or through judicial means outside the Bankruptcy Court subject to the consent of the Required Consenting Noteholders. Nevertheless, the Debtors may, in their discretion and with the consent of the Required Consenting Noteholders, File with the Bankruptcy Court (or any other court of competent jurisdiction) an objection to the allowance of any Claim or any other appropriate motion or adversary proceeding with respect thereto. All such objections will be litigated to Final Order; *provided, however*, that the Debtors may, with the consent of the Required Consenting Noteholders, compromise, settle, withdraw or resolve by any other method approved by the Bankruptcy Court any objections to Claims.

## **2. No Distributions Pending Allowance**

Notwithstanding any other provision of the Plan to the contrary, no payments or distributions of any kind or nature will be made with respect to all or any portion of a Disputed Claim unless and until all objections to such Disputed Claim have been settled (with the consent of the Required Consenting Noteholders) or withdrawn or have been determined by Final Order, and the Disputed Claim is or becomes Allowed by Final Order; *provided, however*, that notwithstanding the foregoing, payments or distributions under the Plan to Holders of Allowed Prepetition Notes Claims will be made in full on the Effective Date, regardless of whether such Holders hold any Disputed Claims.

## **3. Distributions on Account of Disputed Claims Once They Are Allowed**

The Reorganized Debtors or other applicable Distribution Agent will make distributions on account of any Disputed Claim that has become Allowed after the Effective Date at such time that such Claim becomes Allowed (or as soon as reasonably practicable thereafter). Such distributions will be made pursuant to the applicable provisions of Article VII of the Plan.

## **4. Reserve for Disputed Claims**

The Debtors, the Reorganized Debtors, and the Distribution Agent may establish such appropriate reserves for Disputed Claims in the applicable Class(es) as they determine necessary and appropriate, in each case with the consent of the Required Consenting Noteholders or as approved by order of the Bankruptcy Court. Without limiting the foregoing, reserves (if any) for Disputed Claims will equal, as applicable, an amount of property equal to 100% of distributions to which Holders of Disputed Claims in each applicable Class would otherwise be entitled under the Plan as of such date if such Disputed Claims were Allowed based on the Debtors' books and records; *provided, however*, that the Debtors and the Reorganized Debtors, as applicable, will have the right to file a motion seeking to estimate any Disputed Claims.

# **I. CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN**

## **1. Conditions Precedent to Confirmation**

Unless satisfied or waived pursuant to the provisions of Article IX.C of the Plan, the following are conditions precedent to Confirmation of the Plan.

- (a) The Plan and the Restructuring Documents are in form and substance reasonably acceptable to the Debtors and the Required Consenting Noteholders;
- (b) The Confirmation Order has been entered by the clerk of the Bankruptcy Court, and such order is in form and substance consistent in all respects with the Restructuring Term Sheet and the Restructuring Support Agreement and otherwise reasonably acceptable to the Debtors and to the Required Consenting Noteholders; and
- (c) The Restructuring Support Agreement is in full force and effect and has not been validly terminated in accordance with its terms, and no event has occurred or action has been taken that, with the passage of time or the giving of notice, would permit the Required Consenting Noteholders to terminate the Restructuring Support Agreement.

## **2. *Conditions Precedent to Consummation***

Unless satisfied or waived pursuant to the provisions of Article IX.C of the Plan, the following are conditions precedent to Consummation of the Plan.

- (a) The Confirmation Order has become a Final Order and such order has not been amended, modified, vacated, stayed, or reversed;
- (b) The Bankruptcy Court has entered one or more Final Orders (which may include the Confirmation Order), in form and substance reasonably acceptable to the Debtors and Required Consenting Noteholders, authorizing the assumption, assumption and assignment and rejection of the Executory Contracts and Unexpired Leases by the Debtors as contemplated in the Plan and the Plan Supplement;
- (c) The Plan and the Restructuring Documents have not been amended or modified other than in a manner in form and substance consistent in all respects with the Restructuring Term Sheet, and otherwise reasonably acceptable to the Debtors and the Required Consenting Noteholders;
- (d) The Restructuring Documents (including the Exit Facility Loan Documents) have been filed, tendered for delivery, and have been effectuated or executed by all Persons and Entities party thereto (as appropriate), and in each case in full force and effect, each to the extent required prior to Consummation. All conditions precedent to the effectiveness of such Restructuring Documents, including, without limitation, the Exit Facility Credit Agreements, have been satisfied or waived pursuant to the terms of such applicable Restructuring Documents (or will be satisfied concurrently with the occurrence of the Effective Date) and such agreements have closed or will close simultaneously with the effectiveness of the Plan;

- (e) The Debtors have received, or concurrently with the occurrence of the Effective Date will receive (a) an Exit ABL Facility on terms and conditions acceptable to the Required Consenting Noteholders, and/or (b) the Exit DDTL Facility;
- (f) The Amended/New Corporate Governance Documents have become effective or will become effective concurrently with the effectiveness of the Plan;
- (g) All consents, actions, documents, certificates and agreements necessary to implement the Plan and the transactions contemplated by the Plan have been, as applicable, obtained and not otherwise subject to unfulfilled conditions, effected or executed and delivered to the required parties and, to the extent required, filed with the applicable governmental units in accordance with applicable laws, and in each case in full force and effect;
- (h) All governmental approvals and consents, including Bankruptcy Court approval, that are applicable and legally required for the consummation of the Plan have been obtained, not be subject to unfulfilled conditions and be in full force and effect;
- (i) The New Board has been selected in accordance with the Restructuring Support Agreement.
- (j) The Restructuring Support Agreement is in full force and effect and has not been terminated in accordance with its terms, and no event has occurred or action has been taken that, with the passage of time or the giving of notice, would permit the Required Consenting Noteholders to terminate the Restructuring Support Agreement;
- (k) The Professional Fee Claim Reserve has been funded in full in Cash by the Debtors in accordance with the terms and conditions of the Plan;
- (l) To the extent invoiced, all Ad Hoc Noteholder Group Fees and Expenses and Prepetition Notes Indenture Trustee Fees and Expenses have been paid in full in Cash;
- (m) There will be no ruling, judgment, or order issued by any Governmental Unit making illegal, enjoining or otherwise preventing or prohibiting the consummation of the Restructuring Transactions, unless such ruling, judgment, or order has been stayed, reversed or vacated within three (3) Business Days after such issuance;
- (n) There will be no material litigation or investigation by any Governmental Unit involving the Debtors as of the Effective Date that has had, or would reasonably be expected to have, a material adverse effect on the business, financial condition or results of operations of the Reorganized Debtors, taken as a whole; and

- (o) Since the Petition Date, there will have been no event, change, effect, occurrence, development, circumstance, condition, result, state of fact or change of fact (each, an “Event”) that, individually or together with all other Events, has had, or would reasonably be expected to have, a material adverse effect on either the business, operations, finances, properties, condition (financial or otherwise), assets or liabilities of the Debtors, taken as a whole, or the ability of the Debtors taken as a whole, to perform their respective obligations under, or to consummate the Restructuring Transactions; provided, however, that in no case will any Event arising from, as a result of, or in connection with (a) the public announcement of the Restructuring Support Agreement, the Plan, or any other Restructuring Document, (b) the pursuit or public announcement of the Restructuring Transaction, (c) the commencement or prosecution of the Chapter 11 Cases, or (d) the pursuit of Confirmation or Consummation, be taken into account in determining whether there has been, or would reasonably be expected to be, a material adverse effect for purposes of the Plan.

### **3. Waiver of Conditions**

Subject to section 1127 of the Bankruptcy Code, the conditions to Confirmation and Consummation of the Plan set forth in Article IX of the Plan may be waived by the Debtors, with the consent of the Required Consenting Noteholders, without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate the Plan. The failure of the Debtors or Reorganized Debtors to exercise any of the foregoing rights will not be deemed a waiver of any other rights, and each right will be deemed an ongoing right that may be asserted at any time.

### **4. Effect of Non-Occurrence of Conditions to Confirmation or Consummation**

If the Confirmation or the Consummation of the Plan does not occur with respect to one or more of the Debtors, then the Plan will, solely with respect to such applicable Debtor or Debtors, be null and void in all respects and nothing contained in the Plan or the Disclosure Statement will: (1) constitute a waiver or release of any claims by or Claims against or Equity Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any Holders or any other Person or Entity; (3) constitute an Allowance of any Claim or Equity Interest; or (4) constitute an admission, acknowledgment, offer or undertaking by the Debtors, any Holders or any other Person or Entity in any respect.

## **J. RELEASE, DISCHARGE, INJUNCTION AND RELATED PROVISIONS**

### **1. General**

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan will constitute a good faith compromise and settlement of all Claims and Equity Interests and controversies resolved pursuant to the Plan. The entry of the Confirmation Order will constitute the Bankruptcy Court’s approval of the compromise or settlement of all such Claims, Equity Interests and controversies, as well as a



finding by the Bankruptcy Court that any such compromise or settlement is in the best interests of the Debtors, their Estates, and any Holders of Claims or Equity Interests and is fair, equitable and reasonable.

Notwithstanding anything contained in the Plan to the contrary, the allowance, classification and treatment of all Allowed Claims and Equity Interests and their respective distributions (if any) and treatments hereunder, takes into account the relative priority and rights of the Claims and the Equity Interests in each Class in connection with any contractual, legal and equitable subordination rights relating thereto whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code or otherwise. As of the Effective Date, any and all contractual, legal and equitable subordination rights, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code or otherwise, relating to the allowance, classification and treatment of all Allowed Claims and Equity Interests and their respective distributions (if any) and treatments hereunder, are settled, compromised, terminated and released pursuant hereto; *provided, however*, that nothing contained in the Plan will preclude any Person or Entity from exercising their rights pursuant to and consistent with the terms of the Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan.

## 2. Release of Claims and Causes of Action

***Release by the Debtors and their Estates.*** Pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, and except as otherwise expressly provided in the Plan, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, the Debtors and the Reorganized Debtors, in their respective individual capacities and as debtors-in-possession, and on behalf of themselves and their respective Estates, including, without limitation, any successor to the Debtors or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code (collectively, the “Debtor Releasing Parties”), will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released will be deemed forever released, waived and discharged by the Debtor Releasing Parties) and their respective assets and properties (the “Debtor Release”) from any and all Claims, interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors (including the management, ownership or operation thereof) or their Affiliates, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, the Plan, the Plan Supplement,



the Restructuring Support Agreement, the Restructuring Documents, the Prepetition Debt Documents, and the DIP Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation, preparation, dissemination, entry into, or filing of the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, the Prepetition Debt Documents, the DIP Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of the Plan, the solicitation of votes on the Plan or the issuance or distribution of Plan Securities pursuant to the Plan that such Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) or that any Holder of a Claim or Equity Interest or other Person or Entity would have been legally entitled to assert for, or on behalf or in the name of, any Debtor, its respective Estate or any Reorganized Debtor (whether directly or derivatively) against any of the Released Parties; *provided, however*, that the foregoing provisions of this Debtor Release will not operate to waive or release (i) the rights of such Debtor Releasing Party to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan (including, without limitation, the Exit Facility Loan Documents) or assumed or assumed and assigned, as applicable, pursuant to the Plan or pursuant to a Final Order of the Bankruptcy Court, (ii) any Causes of Action arising from willful misconduct, fraud, or gross negligence, in each case as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction, or (iii) any claims against the Excluded Parties. The foregoing release will be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Article X.B will or will be deemed to (i) prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person or Entity that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors and/or (ii) operate as a release or waiver of any Intercompany Claims, in each case unless otherwise expressly provided for in the Plan.

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, will constitute the Bankruptcy Court's finding that the Debtor Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the Claims released by the Debtor Release; (iii) in the best interest of the Debtors and their Estates; (iv) fair, equitable and reasonable; (v) given and made after due notice and opportunity for hearing; and (vi) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any claim or Cause of Action released pursuant to the Debtor Release.

***Release By Third Parties.*** Except as otherwise expressly provided in the Plan, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor Releasing Parties above, each Non-Debtor Releasing Party (together with the Debtor Releasing Parties, the "Releasing Parties") will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released will be deemed forever released, waived and discharged by the Non-Debtor Releasing Parties) and their respective assets and properties (the "Third Party Release") from any and all Claims, interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors (including the management, ownership or operation thereof) or their Affiliates, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, the Plan, the Plan Supplement, the Restructuring Support Agreement, the Restructuring Documents, the Prepetition Debt Documents, and the DIP Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation, preparation, dissemination, entry into or filing of the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, the Prepetition Debt Documents, the DIP Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11

Cases, (vi) the purchase, sale or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of the Plan or the solicitation of votes on the Plan or the issuance or distribution of Plan Securities pursuant to the Plan that such Non-Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties; *provided, however*, that the foregoing provisions of this Third Party Release will not operate to waive or release (i) the rights of such Non-Debtor Releasing Party to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan (including, without limitation, the Exit Facility Loan Documents) or assumed or assumed and assigned, as applicable, pursuant to the Plan or pursuant to a Final Order of the Bankruptcy Court or (ii) any Causes of Action arising from willful misconduct, fraud, or gross negligence, in each case as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction. The foregoing release will be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third Party Release.

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, will constitute the Bankruptcy Court's finding that the Third Party Release is: (i) consensual; (ii) essential to the confirmation of the Plan; (iii) in exchange for the good and valuable consideration provided by the Released Parties; (iv) a good faith settlement and compromise of the Claims released by the Third Party Release; (v) in the best interest of the Debtors and all Holders of Claims and Equity Interests; (vi) fair, equitable and reasonable; (vii) given and made after due notice and opportunity for hearing; and (viii) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third Party Release.

### **3. Waiver of Statutory Limitations on Releases**

Each of the Releasing Parties in each of the releases contained above expressly acknowledges that although ordinarily a general release may not extend to Claims which the Releasing Party does not know or suspect to exist in its favor, which if known by it may have materially affected its settlement with the party released, they have carefully considered and taken into account in determining to enter into the above releases the possible existence of such unknown losses or claims. Without limiting the generality of the foregoing, each Releasing Party expressly

waives any and all rights conferred upon it by any statute or rule of law which provides that a release does not extend to claims which the claimant does not know or suspect to exist in its favor at the time of providing the release, which if known by it may have materially affected its settlement with the released party. The releases contained in the Plan are effective regardless of whether those released matters are presently known, unknown, suspected or unsuspected, foreseen or unforeseen.

#### **4. *Discharge of Claims and Equity Interests***

To the fullest extent provided under section 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code, except as otherwise expressly provided by the Plan (including, without limitation, Article V.D and V.E of the Plan) or the Confirmation Order, effective as of the Effective Date, all consideration distributed under the Plan will be in exchange for, and in complete satisfaction, settlement, discharge, and release of, all Claims, Equity Interests and Causes of Action of any kind or nature whatsoever against the Debtors and the Reorganized Debtors or any of their respective assets or properties, including any interest accrued on such Claims or Equity Interests from and after the Petition Date, and regardless of whether any property will have been abandoned by order of the Bankruptcy Court, distributed or retained pursuant to the Plan on account of such Claims, Equity Interests or Causes of Action.

Except as otherwise expressly provided by the Plan (including, without limitation, Article V.D and V.E of the Plan) or the Confirmation Order, upon the Effective Date, the Debtors and their Estates will be deemed discharged and released under and to the fullest extent provided under sections 524 and 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code from any and all Claims of any kind or nature whatsoever, including, but not limited to, demands and liabilities that arose before the Confirmation Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code. Such discharge will void any judgment obtained against the Debtors or the Reorganized Debtors at any time, to the extent that such judgment relates to a discharged Claim.

Except as otherwise expressly provided by the Plan (including, without limitation, Article V.D and V.E of the Plan) or the Confirmation Order, upon the Effective Date: (i) the rights afforded in the Plan and the treatment of all Claims and Equity Interests will be in exchange for and in complete satisfaction, settlement, discharge, and release of all Claims and Equity Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtors or any of their respective assets, property, or Estates; (ii) all Claims and Equity Interests will be satisfied, discharged, and released in full, and each of the Debtors' liability with respect thereto will be extinguished completely without further notice or action; and (iii) all Persons or Entities will be precluded from asserting against the Debtors, the Estates, the Reorganized Debtors, each of their respective successors and assigns, and each of their respective assets and properties, any such Claims or Equity Interests, whether based upon any documents, instruments or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date or otherwise.

#### **5. *Exculpation***

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties will neither have nor incur any liability to any Person or Entity for any claims or Causes of

Action arising prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of the Plan, the Disclosure Statement, the Restructuring Documents, the DIP Documents, or any contract, instrument, release or other agreement or document created or entered into in connection with the Plan, including the Restructuring Support Agreement, or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or Consummation of the Plan; *provided, however*, that the foregoing provisions of this exculpation will not operate to waive or release: (i) any Causes of Action arising from willful misconduct, fraud, or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of any Person or Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; *provided, further*, that each Exculpated Party will be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions. The foregoing exculpation will be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity. Notwithstanding the foregoing, nothing in this Article X.E will or will be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person or Entity that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in the Plan.

## **6. Preservation of Causes of Action**

### **(a) Maintenance of Causes of Action**

Except as otherwise provided in Article X of the Plan (including, without limitation, and for the avoidance of doubt, the Releases contained in Article X.B and Exculpation contained in Article X.E of the Plan) or elsewhere in the Plan or the Confirmation Order, after the Effective Date, the Reorganized Debtors will retain all rights to commence, pursue, litigate or settle, as appropriate, any and all Retained Litigation Claims, whether existing as of the Petition Date or thereafter arising, in any court or other tribunal including, without limitation, in an adversary proceeding Filed in the Chapter 11 Cases. The Reorganized Debtors, as the successors-in-interest to the Debtors and the Estates, may, and will have the exclusive right to, enforce, sue on, settle, compromise, transfer or assign (or decline to do any of the foregoing) any or all of such Retained Litigation Claims without notice to or approval from the Bankruptcy Court.

### **(b) Preservation of All Causes of Action Not Expressly Settled or Released**

The Debtors expressly reserve all Causes of Action and Retained Litigation Claims for later adjudication by the Debtors or the Reorganized Debtors (including, without limitation, Causes of Action and Retained Litigation Claims not specifically identified or of which the Debtors may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time or facts or circumstances that may change or



be different from those the Debtors now believe to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches will apply to such Causes of Action or Retained Litigation Claims upon or after the Confirmation or Consummation of the Plan based on the Disclosure Statement, the Plan or the Confirmation Order, except in each case where such Causes of Action or Retained Litigation Claims have been expressly waived, relinquished, released, compromised or settled in the Plan (including, without limitation, and for the avoidance of doubt, the Releases contained in Article X.B of the Plan and Exculpation contained in Article X.E of the Plan) or any other Final Order (including, without limitation, the Confirmation Order). In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which any of the Debtors are a plaintiff, defendant or an interested party, against any Person or Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits.

No Person or Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action or Retained Litigation Claim against them as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action or Retained Litigation Claim against them. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action and Retained Litigation Claim against any Person or Entity, except as otherwise expressly provided in the Plan or the Confirmation Order (including, without limitation, and for the avoidance of doubt, the Releases contained in Article X.B and Exculpation contained in Article X.E of the Plan).

## 7. Injunction

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, FROM AND AFTER THE EFFECTIVE DATE, ALL PERSONS AND ENTITIES ARE, TO THE FULLEST EXTENT PROVIDED UNDER SECTION 524 AND OTHER APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, PERMANENTLY ENJOINED FROM (I) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY SUIT, ACTION OR OTHER PROCEEDING; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER; (III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE; (IV) ASSERTING A SETOFF OR RIGHT OF SUBROGATION OF ANY KIND; OR (V) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, IN EACH CASE ON ACCOUNT OF OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, EQUITY INTEREST, OR REMEDY RELEASED OR TO BE RELEASED, EXCULPATED OR TO BE EXCULPATED, SETTLED OR TO BE SETTLED OR DISCHARGED OR TO BE DISCHARGED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER AGAINST ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED). ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASES UNDER SECTION 105 OR SECTION 362 OF THE BANKRUPTCY CODE, OR OTHERWISE, AND IN EXISTENCE ON THE**

**CONFIRMATION DATE, WILL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE.**

#### **8. Binding Nature Of Plan**

**ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THE PLAN WILL BIND, AND WILL BE DEEMED BINDING UPON, THE DEBTORS, THE REORGANIZED DEBTORS, ANY AND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS, ALL PERSONS AND ENTITIES THAT ARE PARTIES TO OR ARE SUBJECT TO THE SETTLEMENTS, COMPROMISES, RELEASES, EXCULPATIONS, DISCHARGES, AND INJUNCTIONS DESCRIBED IN THE PLAN, EACH PERSON AND ENTITY ACQUIRING PROPERTY UNDER THE PLAN, ANY AND ALL NON-DEBTOR PARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES WITH THE DEBTORS AND THE RESPECTIVE SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING WHETHER OR NOT SUCH PERSON OR ENTITY (I) WILL RECEIVE OR RETAIN ANY PROPERTY, OR INTEREST IN PROPERTY, UNDER THE PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN, AFFIRMATIVELY VOTED TO REJECT THE PLAN OR IS CONCLUSIVELY DEEMED TO REJECT THE PLAN.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE INJUNCTION DOES NOT ENJOIN ANY PARTY UNDER THE RESTRUCTURING SUPPORT AGREEMENT OR THE PLAN OR UNDER ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE INCLUDED IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN.**

#### **9. Protection Against Discriminatory Treatment**

To the extent provided by section 525 of the Bankruptcy Code and the Supremacy Clause of the United States Constitution, all Persons and Entities, including Governmental Units, will not discriminate against the Reorganized Debtors or deny, revoke, suspend or refuse to renew a license, permit, charter, franchise or other similar grant to, condition such a grant to, discriminate with respect to such a grant, against the Reorganized Debtors, or another Person or Entity with whom the Reorganized Debtors have been associated, solely because any Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge) or has not paid a debt that is dischargeable in the Chapter 11 Cases.

#### **10. Integral Part of Plan**

Each of the provisions set forth in the Plan with respect to the settlement, release, discharge, exculpation, and injunction for or with respect to Claims and/or Causes of Action are an integral part of the Plan and essential to its implementation. Accordingly, each Person or Entity that is a beneficiary of such provision will have the right to independently seek to enforce such provision and such provision may not be amended, modified, or waived after the Effective Date without the prior written consent of such beneficiary.



## K. RETENTION OF JURISDICTION

Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court will, on and after the Effective Date, retain exclusive jurisdiction over the Chapter 11 Cases and all Persons and Entities with respect to all matters related to the Chapter 11 Cases, the Debtors and the Plan as legally permissible, including, without limitation, jurisdiction to:

- (a) allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Equity Interest, including, without limitation, the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of any such Claim or Equity Interest;
- (b) grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or the Plan, for periods ending on or before the Effective Date; *provided, however,* that, from and after the Effective Date, the Reorganized Debtors may pay Professionals in the ordinary course of business for any work performed after the Effective Date and such payment will not be subject to the approval of the Bankruptcy Court;
- (c) resolve any matters related to the assumption, assignment or rejection of any Executory Contract or Unexpired Lease and to adjudicate and, if necessary, liquidate, any Claims arising therefrom, including, without limitation, those matters related to any amendment to the Plan after the Effective Date to add Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed or rejected (as applicable);
- (d) resolve any issues related to any matters adjudicated in the Chapter 11 Cases;
- (e) ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;
- (f) decide or resolve any motions, adversary proceedings, contested or litigated matters and any other Causes of Action that are pending as of the Effective Date or that may be commenced in the future, and grant or deny any applications involving the Debtors that may be pending on the Effective Date or instituted by the Reorganized Debtors after the Effective Date, *provided, however* that the Reorganized Debtors will reserve the right to commence actions in all appropriate forums and jurisdictions;
- (g) enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all other contracts, instruments, releases, indentures and other agreements or documents adopted in connection with the Plan, the Plan Supplement or the Disclosure Statement;

- (h) resolve any cases, controversies, suits or disputes that may arise in connection with the Consummation, interpretation or enforcement of the Plan or any Person or Entity's obligations incurred in connection with the Plan;
- (i) hear and determine all Causes of Action that are pending as of the Effective Date or that may be commenced in the future;
- (j) issue injunctions and enforce them, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person or Entity with Consummation or enforcement of the Plan;
- (k) enforce the terms and conditions of the Plan, the Confirmation Order, and the Restructuring Documents;
- (l) resolve any cases, controversies, suits or disputes with respect to the Release, the Exculpation, the indemnification and other provisions contained in Article X of the Plan and enter such orders or take such other actions as may be necessary or appropriate to implement or enforce all such provisions;
- (m) hear and determine all Retained Litigation Claims;
- (n) enter and implement such orders or take such other actions as may be necessary or appropriate if the Confirmation Order is modified, stayed, reversed, revoked or vacated;
- (o) resolve any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order or any release or exculpation adopted in connection with the Plan; and
- (p) enter an order concluding or closing the Chapter 11 Cases.

Notwithstanding the foregoing, (i) any dispute arising under or in connection with the Exit Facility or any other contract or agreement binding on the Reorganized Debtors that contains provisions governing jurisdiction for litigation of disputes thereunder will be addressed in accordance with the provisions of the applicable document and (ii) if the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in Article of the Plan, the provisions of Article XI of the Plan will have no effect upon and will not control, prohibit, or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

## **L. MISCELLANEOUS PROVISIONS**

### **1. Substantial Consummation**

"Substantial Consummation" of the Plan, as defined in 11 U.S.C. § 1101(2), will be deemed to occur on the Effective Date.

## **2. Payment of Statutory Fees; Post-Effective Date Fees and Expenses**

All fees payable pursuant to section 1930 (a) of the Judicial Code, as determined by the Bankruptcy Court at a hearing pursuant to section 1128 of the Bankruptcy Code to the extent necessary, will be paid by each of the Debtors or the Reorganized Debtors (or the Distribution Agent on behalf of each of the Debtors or Reorganized Debtors), as applicable, for each quarter (including any fraction thereof) until the earliest to occur of the entry of (a) a final decree closing such Debtor's Chapter 11 Case, (b) an order dismissing such Debtor's Chapter 11 Case, or (c) an order converting such Debtor's Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code.

The Reorganized Debtors may pay the liabilities and charges that they incur on or after the Effective Date for Professionals' fees, disbursements, expenses, or related support services (including reasonable fees, costs and expenses incurred by Professionals relating to the preparation of interim and final fee applications and obtaining Bankruptcy Court approval thereof) in the ordinary course of business and without application or notice to, or order of, the Bankruptcy Court, including, without limitation, the reasonable fees, expenses, and disbursements of the Distribution Agents and the fees, costs and expenses incurred by Professionals in connection with the implementation, enforcement and Consummation of the Plan and the Restructuring Documents.

## **3. Statutory Committee**

On the Effective Date, the current and former members of the Committee, if any, and their respective officers, employees, counsel, advisors and agents, will be released and discharged of and from all further authority, duties, responsibilities and obligations related to and arising from and in connection with the Chapter 11 Cases and the Committee will dissolve. Following the completion of the Committee's remaining duties set forth above, the Committee will be dissolved, and the retention or employment of the Committee's respective attorneys, accountants and other agents will terminate without further notice to, or action by, any Person or Entity.

## **4. Conflicts**

In the event that a provision of the Restructuring Documents or the Disclosure Statement (including any and all exhibits and attachments thereto) conflicts with a provision of the Plan or the Confirmation Order, the provision of the Plan and the Confirmation Order (as applicable) will govern and control to the extent of such conflict. In the event that a provision of the Plan conflicts with a provision of the Confirmation Order, the provision of the Confirmation Order will govern and control to the extent of such conflict.

## **5. Modification of Plan**

Effective as of the date hereof and subject to the limitations and rights contained in the Plan: (a) the Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify the Plan prior to the entry of the Confirmation Order in a way that is in form and substance consistent in all material respects with the Restructuring Term Sheet and otherwise reasonably acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement, in accordance with section 1127(a) of the Bankruptcy Code; and (b) after the entry of the Confirmation Order, the Debtors or the Reorganized Debtors, as applicable, may, upon order of the Bankruptcy Court, amend or modify the Plan in a way that is in form and substance consistent in all material respects with the

Restructuring Term Sheet and otherwise acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement, in accordance with section 1127(b) of the Bankruptcy Code or to remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan. A Holder of a Claim that has accepted the Plan will be presumed to have accepted the Plan, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such Holder.

## **6. Revocation or Withdrawal of Plan**

The Debtors reserve the right to revoke or withdraw the Plan prior to the Effective Date and/or to File subsequent chapter 11 plans, with respect to one or more of the Debtors; provided that any rights under the Restructuring Support Agreement, including any consent rights contained therein, will remain unaffected. If the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation of the Plan does not occur with respect to one or more of the Debtors, then with respect to the applicable Debtor or Debtors for which the Plan was revoked or withdrawn or for which Confirmation or Consummation of the Plan did not occur: (1) the Plan will be null and void in all respects; (2) any settlement or compromise embodied in the Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan and any document or agreement executed pursuant hereto will be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (3) nothing contained in the Plan will: (a) constitute a waiver or release of any Claims by or against, or any Equity Interests in, the applicable Debtors or any other Person or Entity; (b) prejudice in any manner the rights of the applicable Debtors or any other Person or Entity; or (c) constitute an admission, acknowledgement, offer or undertaking of any sort by the applicable Debtors or any other Person or Entity.

## **7. Successors and Assigns**

The Plan will be binding upon and inure to the benefit of the Debtors, the Reorganized Debtors, all present and former Holders of Claims and Equity Interests, other parties-in-interest, and their respective heirs, executors, administrators, successors, and assigns. The rights, benefits, and obligations of any Person or Entity named or referred to in the Plan will be binding on, and will inure to the benefit of, any heir, executor, administrator, successor, or assign of such Person or Entity.

## **8. Reservation of Rights**

Except as expressly set forth in the Plan, the Plan will have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order and the Plan is Consummated. Neither the filing of the Plan, any statement or provision contained in the Plan, nor the taking of any action by the Debtors or any other Person or Entity with respect to the Plan will be or will be deemed to be an admission or waiver of any rights of: (1) the Debtors with respect to the Holders of Claims or Equity Interests or other Person or Entity; or (2) any Holder of a Claim or an Equity Interest or other Person or Entity prior to the Effective Date.

## **9. Further Assurances**

The Debtors or the Reorganized Debtors, as applicable, all Holders of Claims receiving distributions hereunder and all other Persons and Entities will, from time to time, prepare, execute

and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan or the Confirmation Order.

#### **10. Severability**

If, prior to the Confirmation Date, any term or provision of the Plan is determined by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court will have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision will then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order will constitute a judicial determination and will provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

#### **11. Service of Documents**

Any notice, direction or other communication given regarding the matters contemplated by the Plan (each, a “**Notice**”) must be in writing, sent by personal delivery, electronic mail, courier or facsimile and addressed as follows:

##### **If to the Debtors:**

Superior Energy Services, Inc.  
1001 Louisiana Street, Suite 2900  
Houston, Texas 77002  
Attn: William B. Masters  
Email: bill.masters@superiorenergy.com

with a copy to:

Latham & Watkins LLP  
885 Third Avenue  
New York, NY 10022  
Attn: Keith A. Simon and George Klidonas  
Direct Dial: (212) 906-1200  
Fax: (212) 751-4864  
Email: keith.simon@lw.com and george.klidonas@lw.com

##### **If to the Ad Hoc Noteholder Group:**

Davis Polk & Wardwell LLP  
 405 Lexington Ave.  
 New York, NY 10017  
 Attn: Damian S. Schaible and Adam L. Shpeen  
 Direct Dial: (212) 450-4000  
 Fax: (212) 701-5800  
 Email: damian.schaible@davispolk.com and  
 adam.shpeen@davispolk.com

A Notice is deemed to be given and received (a) if sent by personal delivery or courier, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day, or (b) if sent by facsimile, on the Business Day following the date of confirmation of transmission by the originating facsimile, or (c) if sent by electronic mail, when the sender receives an email from the recipient acknowledging receipt, provided that an automatic “read receipt” does not constitute acknowledgment of an email for purposes of this Section. Any party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any element of a party’s address that is not specifically changed in a Notice will be assumed not to be changed. Sending a copy of a Notice to a party’s legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice to that party. The failure to send a copy of a Notice to legal counsel does not invalidate delivery of that Notice to a party.

## **12. Exemption from Transfer Taxes Pursuant to Section 1146(a) of the Bankruptcy Code**

Pursuant to and to the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any issuance, transfer, or exchange of a security, or the making or delivery of an instrument of transfer of property, pursuant to or in connection with the Plan or the Restructuring Documents will not be subject to any Stamp or Similar Tax or governmental assessment in the United States or by any other Governmental Unit, and the Confirmation Order will direct the appropriate federal, state or local (domestic or foreign) governmental officials or agents to forgo the collection of any such Stamp or Similar Tax or governmental assessment and to accept for filing and recordation instruments or other documents evidencing such action or event without the payment of any such Stamp or Similar Tax or governmental assessment. Such exemption specifically applies, without limitation, to (i) all actions, agreements and documents necessary to evidence and implement the provisions of, transactions contemplated by and the distributions to be made under the Plan or the Restructuring Documents, (ii) the issuance and distribution of the New Common Stock or Plan Securities and Documents, and (iii) the maintenance or creation of security interests or any Lien as contemplated by the Plan or the Restructuring Documents.

## **13. Governing Law**

Except to the extent that the Bankruptcy Code, the Bankruptcy Rules or other federal law is applicable, or to the extent that a Restructuring Document or an exhibit or schedule to the Plan provides otherwise, the rights and obligations arising under the Plan will be governed by, and construed and enforced in accordance with, the laws of New York, without giving effect to the principles of conflicts of law of such jurisdiction.



#### **14. Tax Reporting and Compliance**

The Reorganized Debtors are hereby authorized, on behalf of the Debtors, to request an expedited determination under section 505(b) of the Bankruptcy Code of the tax liability of the Debtors for all taxable periods ending after the Petition Date through and including the Effective Date.

#### **15. Exhibits and Schedules**

All exhibits and schedules to the Plan, including the Exhibits and Plan Schedules, are incorporated in the Plan and are a part of the Plan as if set forth in full therein.

#### **16. No Strict Construction**

The Plan is the product of extensive discussions and negotiations between and among, *inter alia*, the Debtors, the Consenting Noteholders, and their respective professionals. Each of the foregoing was represented by counsel of its choice who either participated in the formulation and documentation of, or was afforded the opportunity to review and provide comments on, the Plan, the Disclosure Statement, the Exhibits and the Plan Schedules, and the agreements and documents ancillary or related thereto. Accordingly, unless explicitly indicated otherwise, the general rule of contract construction known as “contra proferentem” or other rule of strict construction will not apply to the construction or interpretation of any provision of the Plan, the Disclosure Statement, the Exhibits or the Plan Schedules, or the documents ancillary and related thereto.

#### **17. Entire Agreement**

Except as otherwise provided in the Plan or Restructuring Documents, the Plan and the Restructuring Documents supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan and the Restructuring Documents.

#### **18. 2002 Notice Parties**

After the Effective Date, the Debtors and the Reorganized Debtors, as applicable, are authorized to limit the list of Persons and Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Persons and Entities who have Filed a renewed request after the Confirmation Hearing to receive documents pursuant to Bankruptcy Rule 2002.

#### **19. Closing of Chapter 11 Cases**

The Reorganized Debtors will, promptly after the full administration and Consummation of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.



**V.**  
**PLAN-RELATED RISK FACTORS**

PRIOR TO VOTING TO ACCEPT OR REJECT THE PLAN, ALL HOLDERS OF CLAIMS THAT ARE IMPAIRED SHOULD READ AND CONSIDER CAREFULLY THE FACTORS SET FORTH HEREIN, AS WELL AS ALL OTHER INFORMATION SET FORTH OR OTHERWISE REFERENCED IN THIS DISCLOSURE STATEMENT. ALTHOUGH THESE RISK FACTORS ARE MANY, THESE FACTORS SHOULD NOT BE REGARDED AS CONSTITUTING THE ONLY RISKS PRESENT IN CONNECTION WITH THE DEBTORS' BUSINESSES, THE PLAN OR THE IMPLEMENTATION OF THE PLAN.

**A. CERTAIN BANKRUPTCY LAW CONSIDERATIONS**

**1. General**

Although the Debtors believe that the Chapter 11 Cases will be of short duration and will not be materially disruptive to their businesses, the Debtors cannot be certain that this will be the case. Although the Plan is designed to minimize the length of the Chapter 11 Cases, it is impossible to predict with certainty the amount of time that one or more of the Debtors may spend in bankruptcy or to assure parties in interest that the Plan will be confirmed. Even if confirmed on a timely basis, the Chapter 11 Cases could have an adverse effect on the Debtors' businesses. Among other things, it is possible that bankruptcy proceedings could adversely affect the Debtors' relationships with their key customers and employees. The Chapter 11 Cases will also involve additional expense and may divert some of the attention of the Debtors' management away from business operations.

**2. Parties in Interest May Object to the Debtors' Classification of Claims and Equity Interests.**

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an equity interest in a particular class only if such claim or equity interest is substantially similar to the other claims or equity interests in such class. The Debtors believe that the classification of Claims and Equity Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because the Debtors created Classes of Claims and Equity Interests, each encompassing Claims or Equity Interests, as applicable, that are substantially similar to the other Claims and Equity Interests in each such Class. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

**3. The Debtors May Fail to Satisfy the Vote Requirement.**

If votes are received in number and amount sufficient to enable the Bankruptcy Court to confirm the Plan, the Debtors intend to seek, as promptly as practicable thereafter, confirmation of the Plan. In the event that sufficient votes are not received, the Debtors may seek to accomplish an alternative chapter 11 plan of reorganization. There can be no assurance that the terms of any such alternative chapter 11 plan would be similar or as favorable to the Holders of Allowed Claims as those proposed in the Plan.

#### **4. The Debtors May Not Be Able to Secure Confirmation of the Plan.**

In the event that any impaired class of claims or equity interests does not accept or is deemed not to accept a plan of reorganization, a bankruptcy court may nevertheless confirm such plan at the proponent's request if at least one impaired class has voted to accept the plan (with such acceptance being determined without including the vote of any "insider" in such class), and as to each impaired class that has not accepted the plan, the bankruptcy court determines that the plan "does not discriminate unfairly" and is "fair and equitable" with respect to the dissenting impaired classes. Should any Class vote to reject the Plan, then these requirements must be satisfied with respect to *such* rejecting Classes.

Even if the requisite acceptances are received, there can be no assurance that the Bankruptcy Court will confirm the Plan. A non-accepting Holder of an Allowed Claim or Equity Interest might challenge, among other things, either the adequacy of this Disclosure Statement or whether the balloting procedures and voting results satisfy the requirements of the Bankruptcy Code or Bankruptcy Rules. Even if the Bankruptcy Court determined that the Disclosure Statement, the balloting procedures and voting results were appropriate, the Bankruptcy Court could still decline to confirm the Plan if it found that any of the statutory requirements for confirmation were not met, including the requirement that the terms of the Plan do not "unfairly discriminate" and are "fair and equitable" to non-accepting Classes. If the Plan is not confirmed, it is unclear what distributions holders of Claims ultimately would receive with respect to their Claims in a subsequent plan of reorganization.

#### **5. Non-Consensual Confirmation of the Plan May Be Necessary.**

In the event that any impaired class of claims or equity interests does not accept a chapter 11 plan, a bankruptcy court may nevertheless confirm such a plan at the proponents' request if at least one impaired class has accepted the plan (with such acceptance being determined without including the vote of any "insider" in such class), and, as to each impaired class that has not accepted the plan, the bankruptcy court determines that the plan "does not discriminate unfairly" and is "fair and equitable" with respect to the dissenting impaired classes. The Debtors believe that the Plan satisfies these requirements and the Debtors may request such non-consensual confirmation in accordance with subsection 1129(b) of the Bankruptcy Code. Nevertheless, in the event that the Voting Classes do not accept the Plan, there can be no assurance that the Bankruptcy Court will reach this conclusion.

#### **6. Risk of Termination of the Restructuring Support Agreement.**

As more fully set forth in section 7 of the Restructuring Support Agreement, the Restructuring Support Agreement contains certain provisions that give the Required Consenting Noteholders the ability to terminate the Restructuring Support Agreement upon the occurrence of certain events or conditions. In the event the Restructuring Support Agreement is terminated, the Debtors may be forced to file an alternative plan that lacks the same broad noteholder support. The termination of the Restructuring Support Agreement could result in protracted Chapter 11 Cases, which could significantly and detrimentally impact the Debtors' relationships with vendors, suppliers, and major customers.

## **7. The Effective Date May Not Occur.**

As more fully set forth in Article IX of the Plan, the Effective Date is subject to a number of conditions precedent. If such conditions precedent are not met or waived, the Effective Date will not take place. There can be no assurance as to such timing or as to whether the Effective Date will, in fact, occur.

## **8. The Exit Facility Credit Agreement and the Transactions Contemplated Thereby, May Not Become Effective.**

Although the Debtors believe that the Exit Facility Credit Agreement will become effective shortly after the Confirmation Date, there can be no assurance as to such timing or as to whether the Exit Facility Credit Agreement and the transactions contemplated thereunder, will become effective.

## **9. Contingencies Will Not Affect Votes of the Voting Classes to Accept or Reject the Plan.**

The distributions available to Holders of Allowed Claims under the Plan can be affected by a variety of contingencies, including, among other things, the total amount of Allowed Claims or Equity Interests in certain Classes or whether the Bankruptcy Court orders certain Allowed Claims to be subordinated to other Allowed Claims. The occurrence of any and all such contingencies, which could affect distributions available to Holders of Allowed Claims under the Plan, will not affect the validity of the vote taken by the Voting Classes to accept or reject the Plan or require any sort of revote by the Impaired Classes.

## **10. The Debtors Cannot State with Certainty What Recovery Will be Available to Holders of Allowed Prepetition Notes Claims Allowed General Unsecured Claims Against the Parent.**

The estimated Claims and recoveries set forth in this Disclosure Statement are based on various assumptions, and the actual Allowed amounts of Claims may significantly differ from the estimates. Should one or more of the underlying assumptions ultimately prove to be incorrect, the actual Allowed amounts of Claims may vary from the estimated amounts contained in this Disclosure Statement. Moreover, the Debtors cannot determine with any certainty at this time the number or amount of Claims that will ultimately be Allowed. Accordingly, because certain Claims under the Plan will be paid on a Pro Rata basis, the Debtors cannot state with certainty what recoveries will be available to Holders of Allowed Prepetition Notes Claims and General Unsecured Claims against the Parent.

## **11. Conversion into Chapter 7 Cases.**

If no plan of reorganization can be confirmed, or if the Bankruptcy Court otherwise finds that it would be in the best interest of holders of Claims and Equity Interests, the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be appointed or elected to liquidate the Debtors' assets for distribution in accordance with the priorities established by the Bankruptcy Code. *See* Section XI.A of the Plan, as well as the Liquidation Analysis attached hereto as Exhibit C, for a discussion of the effects that a chapter 7 liquidation would have on the recoveries of holders of Claims and Equity Interests.

## **12. Releases, Injunctions, and Exculpation Provisions May Not Be Approved.**

The Plan provides for certain releases, injunctions, and exculpations. However, such releases, injunctions, and exculpations are subject to objection by parties in interest and may not be approved. If the releases are not approved, certain Released Parties may not support the Plan.

## **13. Certain Tax Consequences of the Restructuring.**

The potential U.S. federal income tax consequences of the Restructuring to the Debtors and Holders of Prepetition Notes Claims and General Unsecured Claims against the Parent (including the ownership and disposition of consideration to be received pursuant to the Restructuring) are complex and, in certain instances, subject to uncertainty. Such Holders should carefully review the materials in “Certain U.S. Federal Income Tax Consequences of the Plan” and independently consult with their own tax advisors regarding the Restructuring.

## **B. ADDITIONAL FACTORS AFFECTING THE VALUE OF THE REORGANIZED DEBTORS**

### **1. Claims Could be More than Projected.**

There can be no assurance that the estimated Allowed amount of Claims in certain Classes will not be significantly more than projected, which in turn, could cause the value of distributions to be reduced substantially. Inevitably, some assumptions will not materialize, and unanticipated events and circumstances may affect the ultimate results. Therefore, the actual amount of Allowed Claims may vary materially from the Debtors’ projections and feasibility analysis.

### **2. Projections and other Forward-Looking Statements Are Not Assured and Actual Results May Vary.**

Certain of the information contained in the Disclosure Statement, including the Financial Projections in Exhibit D, is, by nature, forward-looking, and contains estimates and assumptions, which might ultimately prove to be incorrect, and projections, which may be materially different from actual future experiences. There are uncertainties associated with any projections and estimates, and they should not be considered assurances or guarantees of the amount of funds or the amount of Claims in the various Classes that might be allowed.

### **3. Post-Effective Date Indebtedness.**

Following the Effective Date, the Reorganized Debtors will have approximately \$120 million of capacity under letters of credit from the Exit Facility. The Reorganized Debtors’ ability to service their debt obligations will depend, among other things, on their future operating performance, which depends partly on economic, financial, competitive, and other factors beyond the Reorganized Debtors’ control. The Reorganized Debtors may not be able to generate sufficient cash from operations to meet their debt service obligations as well as fund necessary capital expenditures and investments in sales and marketing. In addition, if the Reorganized Debtors need to refinance their debt, obtain additional financing, or sell assets or equity, they may not be able to do so on commercially reasonable terms, if at all.

#### **4. Restrictive Covenants of Indebtedness.**

The financing agreements governing the Reorganized Debtors' indebtedness will contain various covenants that may limit the discretion of the Reorganized Debtors' management by restricting the Reorganized Debtors' ability to, among other things, incur additional indebtedness, incur liens, pay dividends or make certain restricted payments, consummate certain asset sales, enter into certain transactions with affiliates, merge, consolidate and/or sell or dispose of all or substantially all of their assets. In addition, it is expected that certain of the agreements will require the Reorganized Debtors to meet certain financial covenants. As a result of these covenants, the Reorganized Debtors will be limited in the manner in which they conduct their businesses and they may be unable to engage in favorable business activities or finance future operations or capital needs.

Any failure to comply with the restrictions of the financing agreements may result in an event of default. An event of default may allow the creditors to accelerate the related debt as well as any other debt to which a cross-acceleration or cross-default provision applies. If the Reorganized Debtors are unable to repay amounts outstanding under their financing agreements when due, the lenders thereunder could, subject to the terms of the financing agreements, seek to foreclose on the collateral that is pledged to secure the indebtedness outstanding under such facility.

#### **5. Transfers or Issuances Of Old Parent Interests, Before or in Connection with the Debtors' Chapter 11 Cases, May Impair The Debtors' Ability To Utilize Their U.S. Federal Income Tax Net Operating Loss Carryforwards In Future Years.**

Under U.S. federal income tax law, a corporation is generally permitted to deduct from taxable income net operating losses carried forward from prior years. The consolidated group that includes the Parent as its common parent (the "Parent Group") had consolidated net operating losses and net operating loss carryforwards of approximately \$160 million as of December 31, 2019. The Debtors believe that they will generate additional net operating losses for the 2020 taxable year. The Parent Group's ability to utilize its net operating loss carryforwards to offset future taxable income and to reduce its U.S. federal income tax liability is subject to certain requirements and restrictions. Since the Restructuring is expected to result in an "ownership change," as defined in Section 382 of the U.S. Internal Revenue Code of 1986, as amended (the "**IRC**" or "**Tax Code**"), the Reorganized Debtors' ability to use their net operating loss carryforwards may be substantially limited, which could have a negative impact on its financial position and results of operations. Generally, there is an "ownership change" if one or more stockholders owning 5% or more of a corporation's common stock have aggregate increases in their ownership of such stock of more than 50 percentage points over the prior three-year period. Under IRC Section 382, absent an applicable exception, if a corporation undergoes an "ownership change," the amount of its net operating losses that may be utilized to offset future taxable income generally is subject to an annual limitation. The Debtors intend to request that the Bankruptcy Court approve restrictions on certain transfers of Old Parent Interests to limit the risk of an "ownership change" occurring prior to the issuance of New Common Stock.

**C. RISK FACTORS THAT MAY AFFECT THE VALUE OF SECURITIES TO BE ISSUED UNDER THE PLAN AND/OR RECOVERIES UNDER THE PLAN**

**1. The Valuation of the Reorganized Debtors May Not Be Adopted by the Bankruptcy Court.**

Parties in interest in these Chapter 11 Cases may oppose confirmation of the Plan by alleging that the value of the Reorganized Debtors is higher than estimated by the Debtors and that the Plan thereby improperly limits or extinguishes their rights to recoveries under the Plan. At the Confirmation Hearing, the Bankruptcy Court will hear evidence regarding the views of the Debtors and opposing parties, if any, with respect to the valuation of the Reorganized Debtors. Based on that evidence, the Bankruptcy Court will determine the appropriate valuation for the Reorganized Debtors for purposes of the Plan. There can be no assurance that the Debtors' estimated valuation of the Reorganized Debtors will be approved by the Bankruptcy Court.

**2. The Estimated Valuation of the Reorganized Debtors and the New Common Stock and the Estimated Recoveries to Holders of Allowed Claims Are Not Intended to Represent the Private or Public Sale Values.**

The Debtors' estimated recoveries to Holders of Allowed Claims are not intended to represent the private or public sale values of the Reorganized Debtors' securities. The estimated recoveries are based on numerous assumptions (the realization of many of which is beyond the control of Reorganized Debtors), including, without limitation: (a) the successful reorganization of the Debtors; (b) an assumed date for the occurrence of the Effective Date; (c) the Debtors' ability to achieve the operating and financial results included in the Financial Projections; and (d) the Debtors' ability to maintain adequate liquidity to fund operations. If the estimated valuations are lower than the private or public sale values of such Claims, then the value of the Reorganized Debtors' securities or your recovery could be lower than if there were a private or public sale.

**3. There May Be a Lack of a Trading Market For the New Common Stock.**

If the Reorganized Debtors elect to list the New Common Stock on a national securities exchange, there can be no assurance that there will be an active trading market for the New Common Stock or the other Plan Securities. In addition, there may be trading restrictions on shares of New Common Stock (or any interest therein) following the Effective Time. Accordingly, there can be no assurance that any market will develop or as to the liquidity of any market that may develop for any such securities.

**4. The New Common Stock Will be Subordinated to the Other Indebtedness of Reorganized Parent.**

In any subsequent liquidation, dissolution, or winding up of Reorganized Parent, the New Common Stock would rank below all debt claims against Reorganized Parent. As a result, holders of the New Common Stock would not be entitled to receive any payment or other distribution of assets upon the liquidation, dissolution, or winding up of Reorganized Parent until after all applicable holders of debt have been paid in full.



**5. The Reorganized Debtors May Not Be Able to Achieve Projected Financial Results or Service Their Debt.**

Although the Financial Projections represent management's view based on current known facts and assumptions about the future operations of the Reorganized Debtors there is no guarantee that the Financial Projections will be realized. The Reorganized Debtors may not be able to meet their projected financial results or achieve projected revenues and Cash flows assumed in projecting future business prospects. To the extent the Reorganized Debtors do not meet their projected financial results or achieve projected revenues and Cash flows, the Reorganized Debtors may lack sufficient liquidity to continue operating as planned after the Effective Date, may be unable to service their debt obligations as they come due or may not be able to meet their operational needs. Any one of these failures may preclude the Reorganized Debtors from, among other things: (a) taking advantage of future opportunities; (b) growing their businesses; or (c) responding to future changes in the oil and gas industry. Further, a failure of the Reorganized Debtors to meet their projected financial results or achieve projected revenues and cash flows could lead to cash flow and working capital constraints, which constraints may require the Reorganized Debtors to seek additional working capital. The Reorganized Debtors may not be able to obtain such working capital when it is required.

**6. A Small Number of Holders Will Own a Significant Percentage of the New Common Stock.**

Consummation of the Plan will result in a small number of holders owning a significant percentage of the outstanding New Common Stock. Accordingly, these holders may, among other things, have significant influence over the business and affairs of the Reorganized Debtors and have the power to elect directors or managers and approve or disapprove of proposed mergers and other material corporate transactions.

**D. RISK FACTORS THAT COULD NEGATIVELY IMPACT THE DEBTORS' AND REORGANIZED DEBTORS' BUSINESSES AND FINANCIAL CONDITION<sup>12</sup>**

**1. DIP Facility.**

The facility set forth in the DIP Documents is intended to provide letter of credit capacity to the Debtors that, among other things, preserves liquidity to the Debtors during the pendency of the Chapter 11 Cases. If the Chapter 11 Cases take longer than expected to conclude, or in the event of a breach of a milestone or another event of default under the DIP Documents or the Restructuring Support Agreement, which could occur if the Plan is not confirmed on the proposed timeline, the Debtors may exhaust or lose access to the DIP Facility. There is no assurance that they will be able to obtain additional financing from their existing lenders or otherwise. In either such case, the liquidity necessary for the orderly functioning of the Debtors' businesses may be materially impaired.

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<sup>12</sup> Additional risk factors are provided in the Debtors' 10-K, 10K/A, and 10-Q, filed with the SEC on February 28, 2020, June 11, 2020, and August 10, 2020, respectively.



**2. The Debtors' Business Depends on Conditions in the Oil and Gas Industry, Especially Oil and Natural Gas Prices and Capital Expenditures by Oil and Gas Companies.**

The Debtors' business depends on the level of oil and natural gas exploration, development and production activity by oil and gas companies worldwide. The level of exploration, development and production activity is directly affected by trends in oil and natural gas prices, which historically have been volatile and difficult to predict. Oil and natural gas prices are subject to large fluctuations in response to relatively minor changes in supply and demand, economic growth trends, market uncertainty and a variety of other factors beyond their control. Lower oil and natural gas prices generally lead to decreased spending by the Debtors' customers. While higher oil and natural gas prices generally lead to increased spending by the Debtors' customers, sustained high energy prices can also be an impediment to economic growth and can therefore negatively impact spending by those customers. The Debtors' customers may also take into account the volatility of energy prices and other risk factors by requiring higher returns for individual projects if there is higher perceived risk. Any of these factors could significantly affect the demand for oil and natural gas, which could affect the level of capital spending by the Debtors' customers and in turn could have a material effect on the Debtors' results of operations.

The availability of quality drilling prospects, exploration success, relative production costs, expectations about future oil and natural gas demand and prices, the stage of reservoir development, the availability of financing, and political and regulatory environments are also expected to affect levels of exploration, development, and production activity, which would impact the demand for the Debtors' services. Any prolonged reduction of oil and natural gas prices, as well as anticipated declines, could also result in lower levels of exploration, development, and production activity.

Though future and cumulative impacts from COVID-19 are uncertain due to the ongoing and dynamic nature of the circumstances, the Debtors have already experienced disruption to their business and operations. The present market conditions have significantly impacted the Debtors' businesses in recent months. The Debtors' customers have continuously been revising their spending in response to lower commodity prices, and the Debtors in turn have experienced pricing pressure for their products and services. It is difficult to predict the extent to which the COVID-19 pandemic may further negatively affect the Debtors' business, including, without limitation, the Debtors' operating results, financial position and liquidity, the duration of any disruption of the Debtors' business, how and the degree to which the outbreak may impact the Debtors' customers, workforce, supply chain and distribution network, the health of the Debtors' employees, their insurance premiums, costs attributable to the Debtors' emergency measures, payments from customers and uncollectable accounts, limitations on travel, the availability of industry experts and qualified personnel and the market for the Debtors' securities. Any further impact will depend on future developments and new information that may emerge regarding the severity and duration of COVID-19 and the actions taken by authorities to contain it or treat its impact, all of which are beyond the Debtors' control. These potential impacts, while uncertain, could continue to adversely affect global economies and financial markets and result in a persistent economic downturn that could have an adverse effect on the industries in which the Debtors and their customers operate and on the demand for their products and services, their operating results and their future prospects.

The demand for the Debtors' services may be affected by numerous factors, including the following:

- the cost of exploring for, producing and delivering oil and natural gas;
- demand for energy, which is affected by worldwide economic activity, population growth and market expectations regarding future trends;
- the ability of Organization of Petroleum Exporting Countries (OPEC) and other key oil-producing countries to set and maintain production levels for oil;
- the level of excess production capacity;
- the discovery rate of new oil and natural gas reserves;
- domestic and global political and economic uncertainty, socio-political unrest and instability, terrorism or hostilities;
- weather conditions and changes in weather patterns, including summer and winter temperatures that impact demand;
- the availability, proximity and capacity of transportation facilities; oil refining capacity and shifts in end-customer preferences toward fuel efficiency;
- the level and effect of trading in commodity future markets, including trading by commodity price speculators and others;
- demand for and availability of alternative, competing sources of energy;
- the extent to which taxes, tax credits, environmental regulations, auctions of mineral rights, drilling permits, drilling concessions, drilling moratoriums or other governmental regulations, actions or policies affect the production, cost of production, price or availability of petroleum products and alternative energy sources; and
- technological advances affecting energy exploration, production and consumption.

The oil and gas industry has historically experienced periodic downturns, which have been characterized by significantly reduced demand for oilfield services and downward pressure on the prices the Debtors charge. Moreover, weakness in the oil and gas industry may adversely impact the financial position of the Debtors' customers, which in turn could cause them to fail to pay amounts owed to the Debtors in a timely manner or at all. Any of these events could have a material adverse effect on the Debtors' business, results of operations, financial condition and prospects.

### **3. The Credit Risks of the Debtors' Concentrated Customer Base in the Energy Industry Could Result in Operating Losses and Negatively Impact Liquidity.**

The concentration of the Debtors' customer base in the energy industry may impact the Debtors overall exposure to credit risk as customers may be similarly affected by prolonged changes in economic and industry conditions. Some of the Debtors' customers are experiencing financial distress as a result of continued low commodity prices and may be forced to seek

protection under applicable bankruptcy laws. Furthermore, countries that rely heavily upon income from hydrocarbon exports have been negatively and significantly affected by low oil prices, which could affect the Debtors' ability to collect from customers in these countries, particularly national oil companies. Laws in some jurisdictions in which the Debtors operate could make collection difficult or time consuming. The Debtors perform on-going credit evaluations of customers and do not generally require collateral in support of trade receivables. While the Debtors maintain reserves for potential credit losses, the Debtors cannot assure such reserves will be sufficient to meet write-offs of uncollectible receivables or that losses from such receivables will be consistent with the Debtors' expectations. Additionally, in the event of a bankruptcy of any of the Debtors' customers, the Debtors may be treated as an unsecured creditor and may collect substantially less, or none, of the amounts owed to the Debtors by such customer.

#### **4. Necessary Capital Financing May Not Be Available at Economic Rates or at All.**

Turmoil in the credit and financial markets could adversely affect financial institutions, inhibit lending and limit the Debtors' access to funding through borrowings under their credit facility or obtaining other financing in the public or private capital markets on terms the Debtors believe to be reasonable. Prevailing market conditions could be adversely affected by the ongoing disruptions in domestic or overseas sovereign or corporate debt markets, low commodity prices or other factors impacting the Debtors' business, contractions or limited growth in the economy or other similar adverse economic developments in the U.S. or abroad. Instability in the global financial markets has from time to time resulted in periodic volatility in the capital markets. This volatility could limit the Debtors' access to the credit markets, leading to higher borrowing costs or, in some cases, the inability to obtain financing on terms that are acceptable to the Debtors, or at all. Any such failure to obtain additional financing could jeopardize the Debtors' ability to repay, refinance or reduce their debt obligations, or to meet their other financial commitments.

To the extent any or all of these risks eventuate, the Debtors' ability to provide their customary goods and services and develop their own oil and natural gas properties could be negatively impacted, which could have a material adverse effect on the Debtors' business, financial condition, results of operations, and cash flows.

#### **5. There are Operating Hazards Inherent in the Oil and Gas Industry that Could Expose the Debtors to Substantial Liabilities.**

The Debtors' operations are subject to hazards inherent in the oil and gas industry that may lead to property damage, personal injury, death or the discharge of hazardous materials into the environment. Many of these events are outside of the Debtors' control. Typically, the Debtors provide products and services at a well site where their personnel and equipment are located together with personnel and equipment of their customer and other service providers. From time to time, personnel are injured or equipment or property is damaged or destroyed as a result of accidents, failed equipment, faulty products or services, failure of safety measures, uncontained formation pressures or other dangers inherent in oil and natural gas exploration, development and production. Any of these events can be the result of human error or purely accidental, and it may be difficult or impossible to definitively determine the ultimate cause of the event or whose personnel or equipment contributed thereto. All of these risks expose the Debtors to a wide range of significant health, safety and environmental risks and potentially substantial litigation claims.

for damages. With increasing frequency, the Debtors' products and services are deployed in more challenging exploration, development and production locations. From time to time, customers and third parties may seek to hold the Debtors accountable for damages and costs incurred as a result of an accident, including pollution, even under circumstances where the Debtors believe they did not cause or contribute to the accident. The Debtors' insurance policies are subject to exclusions, limitations and other conditions, and may not protect them against liability for some types of events, including events involving a well blowout, or against losses from business interruption. Moreover, the Debtors may not be able to maintain insurance at levels of risk coverage or policy limits that the Debtors deem adequate or on terms that they deem commercially reasonable. Any damages or losses that are not covered by insurance, or are in excess of policy limits or subject to substantial deductibles or retentions, could adversely affect the Debtors' financial condition, results of operations and cash flows.

**6. The Debtors May not Be Fully Indemnified Against Losses Incurred Due to Catastrophic Events.**

As is customary in the oil and natural gas industry, the Debtors' contracts generally provide that the Debtors will indemnify and hold harmless their customers from any claims arising from personal injury or death of the Debtors' employees, damage to or loss of the Debtors' equipment, and pollution emanating from the Debtors' equipment and services. Similarly, the Debtors' customers generally agree to indemnify and hold the Debtors harmless from any claims arising from personal injury or death of their employees, damage to or loss of their equipment or property, and pollution caused from their equipment or the well reservoir (including uncontained oil flow from a reservoir). The Debtors' indemnification arrangements may not protect them in every case. For example, from time to time the Debtors may enter into contracts with less favorable indemnities or perform work without a contract that protects them. In addition, the Debtors' indemnification rights may not fully protect them if the Debtors cannot prove that they are entitled to be indemnified or if the customer is bankrupt or insolvent, does not maintain adequate insurance or otherwise does not possess sufficient resources to indemnify the Debtors. In addition, the Debtors' indemnification rights may be held unenforceable in some jurisdictions.

The Debtors' customers' changing views on risk allocation could cause the Debtors to accept greater risk to win new business or could result in the Debtors losing business if they are not prepared to take such risks. To the extent that the Debtors accept such additional risk, and insure against it, their insurance premiums could rise.

**7. The Debtors Are Sometimes Subject to Various Claims, Litigation and Other Proceedings that Could Ultimately Be Resolved Against Them, Requiring Material Future Cash Payments or Charges, Which Could Impair Their Financial Condition or Results of Operations.**

The size, nature and complexity of the Debtors' business make them susceptible to various claims, both in litigation and binding arbitration proceedings. The Debtors may in the future become subject to various claims, which, if not resolved within amounts they have accrued, could have a material adverse effect on their financial position, results of operations or cash flows. Similarly, any claims, even if fully indemnified or insured, could negatively impact the Debtors' reputation among their customers and the public, and make it more difficult for the Debtors to compete effectively or obtain adequate insurance in the future.

## **8. The Credit Risks of the Debtors' Customer Base Could Result in Losses.**

Many of the Debtors' customers are oil and gas companies that are facing liquidity constraints in light of the current commodity price environment. These customers impact the Debtors' overall exposure to credit risk as they are also affected by prolonged changes in economic and industry conditions. If a significant number of the Debtors' customers experience a prolonged business decline or disruptions, the Debtors may incur increased exposure to credit risk and bad debts.

## **9. The Debtors are Subject to Environmental and Worker Health and Safety Laws and Regulations, Which Could Reduce Their Business Opportunities and Revenue, and Increase Their Costs and Liabilities.**

The Debtors' business is significantly affected by a wide range of environmental and worker health and safety laws and regulations in the areas in which they operate, including increasingly rigorous environmental laws and regulations governing air emissions, water discharges and waste management. Generally, these laws and regulations have become more stringent and have sought to impose greater liability on a larger number of potentially responsible parties. The Macondo well explosion in 2010 resulted in additional regulation of the Debtors' offshore operations, and similar onshore or offshore accidents in the future could result in additional increases in regulation. Failure to comply with these laws and regulations may result in a variety of administrative, civil and criminal enforcement measures, including assessment of monetary penalties, imposition of remedial requirements and issuance of injunctions as to future compliance.

Environmental laws and regulations may provide for "strict liability" for remediation costs, damages to natural resources or threats to public health and safety as a result of the Debtors' conduct that was lawful at the time it occurred or the conduct of, or conditions caused by, prior owners or operators or other third parties. Strict liability can render a party liable for damages without regard to negligence or fault on the part of the party. Some environmental laws provide for joint and several strict liability for remediation of spills and releases of hazardous substances. For example, the Debtors' well service and fluids businesses routinely involve the handling of significant amounts of waste materials, some of which are classified as hazardous substances. The Debtors also store, transport and use radioactive and explosive materials in certain of their operations. In addition, many of the Debtors' current and former facilities are, or have been, used for industrial purposes. Accordingly, the Debtors could become subject to material liabilities relating to the containment and disposal of hazardous substances, oilfield waste and other waste materials, the use of radioactive materials, the use of underground injection wells, and to claims alleging personal injury or property damage as the result of exposures to, or releases of, hazardous substances. In addition, stricter enforcement of existing laws and regulations, new domestic or foreign laws and regulations, the discovery of previously unknown contamination or the imposition of new or increased requirements could require the Debtors to incur costs or become the basis of new or increased liabilities that could reduce the Debtors' earnings and their cash available for operations.



**10. Climate Change Legislation or Regulations Restricting Emissions of Greenhouse Gases (GHGs) Could Result in Increased Operating Costs and Reduced Demand for the Oil and Natural Gas the Debtors' Customers Produce.**

Increasing concerns that emissions of carbon dioxide, methane and other greenhouse gases (GHGs) may endanger public health and produce climate changes with significant physical effects, such as increased frequency and severity of storms, floods, droughts and other climatic events, have drawn significant attention from government agencies and environmental advocacy groups. In response, additional costly requirements and restrictions have been imposed on the oil and gas industry to regulate and reduce the emission of GHGs.

Specifically, the EPA has adopted regulations under existing provisions of the federal Clean Air Act (CAA) which increase operational costs by requiring the monitoring and annual reporting of GHG emissions from oil and gas production, processing, transmission and storage facilities in the United States. Although, the U.S. Congress has considered legislation to reduce emissions of GHGs, significant legislation has not yet been adopted to reduce GHG emissions at the federal level. In the absence of such federal climate legislation, a number of state and regional efforts have emerged that are aimed at tracking and/or reducing GHG emissions through the completion of GHG emissions inventories and through cap and trade programs that typically require major sources of GHG emissions to acquire and surrender emission allowances in return for emitting GHGs. Given the long-term trend towards increasing regulation, future federal GHG regulations of the oil and gas industry remain a possibility. Additionally, in December 2015, the United States joined the international community at the 21st Conference of the Parties of the United Nations Framework Convention on Climate Change in Paris, France that proposed an agreement requiring member countries to review and “represent a progression” in their intended nationally determined contributions, which set GHG emission reduction goals every five years beginning in 2020. This agreement was signed by the United States in April 2016 and entered into force in November 2016. The United States is one of over 120 nations having ratified or otherwise consented to the agreement; however this agreement does not create any binding obligations for nations to limit their GHG emissions, but rather includes pledges to voluntarily limit or reduce future emissions. In June 2017, President Trump announced that the United States intended to withdraw from the Paris Agreement and to seek negotiations either to reenter the Paris Agreement on different terms or a separate agreement. In August 2017, the U.S. Department of State officially informed the United Nations of the intent of the United States to withdraw from the Paris Agreement. The Paris Agreement provides for a four-year exit process beginning when it took effect in November 2016, which would result in an effective exit date of November 2020. The United States' adherence to the exit process and/or the terms on which the United States may reenter the Paris Agreement or a separately negotiated agreement are unclear at this time.

In addition to governmental regulations, the Debtors' customers are also requiring additional equipment upgrades to address the growing concerns of GHG emission and climate change which result in higher operational costs for service providers such as the Debtors. Despite taking additional measures to reduce GHG emissions, there is the possibility that the demand for fossil fuels may nevertheless decrease due to such concerns.

At this stage, the Debtors cannot predict the impact of these or other initiatives on them or their customers' operations, nor can they predict whether, or which of, other currently pending

greenhouse gas emission proposals will be adopted, or what other actions may be taken by domestic or international regulatory bodies. The potential passage of climate change regulation may curtail production and demand for fossil fuels such as oil and gas in areas of the world where the Debtors' customers operate and thus adversely affect future demand for the Debtors' products and services, which may in turn adversely affect future results of operations.

**11. Adverse and Unusual Weather Conditions May Affect the Debtors' Operations.**

Our operations may be materially affected by severe weather conditions in areas where the Debtors operate. Severe weather, such as hurricanes, high winds and seas, blizzards and extreme temperatures may cause evacuation of personnel, curtailment of services and suspension of operations, inability to deliver materials to jobsites in accordance with contract schedules, loss of or damage to equipment and facilities and reduced productivity. In addition, variations from normal weather patterns can have a significant impact on demand for oil and natural gas, thereby reducing demand for the Debtors' services and equipment.

**12. The Debtors' Inability to Retain Key Employees and Skilled Workers Could Adversely Affect Their Operations.**

The Debtors' performance could be adversely affected if they are unable to retain certain key employees and skilled technical personnel. The Debtors' ability to continue to expand the scope of their services and products depends in part on their ability to increase the size of their skilled labor force. The loss of the services of one or more of the Debtors' key employees or the inability to employ or retain skilled technical personnel could adversely affect their operating results. In the past, the demand for skilled personnel has been high and the supply limited. The Debtors' have experienced increases in labor costs in recent years and may continue to do so in the future.

**13. The Debtors' International Operations and Revenue Are Affected by Political, Economic and Other Uncertainties Worldwide.**

In 2019, the Debtors conducted business in more than 50 countries. The Debtors' international operations are subject to varying degrees of regulation in each of the foreign jurisdictions in which they provide services. Local laws and regulations, and their interpretation and enforcement, differ significantly among those jurisdictions, and can change significantly over time. Future regulatory, judicial and legislative changes or interpretations may have a material adverse effect on the Debtors' ability to deliver services within various foreign jurisdictions.

In addition to these international regulatory risks, the Debtors' international operations are subject to a number of other risks inherent in any business operating in foreign countries, including, but not limited to, the following:

- political, social and economic instability;
- potential expropriation, seizure or nationalization of assets; inflation; deprivation of contract rights;



- increased operating costs; inability to collect receivables and longer receipt of payment cycles;
- civil unrest and protests, strikes, acts of terrorism, war or other armed conflict;
- import-export quotas or restrictions, including tariffs and the risk of fines or penalties assessed for violations;
- confiscatory taxation or other adverse tax policies;
- currency exchange controls;
- currency exchange rate fluctuations, devaluations and conversion restrictions;
- potential submission of disputes to the jurisdiction of a foreign court or arbitration panel;
- pandemics or epidemics that disrupt the Debtors' ability to transport personnel or equipment;
- embargoes or other restrictive governmental actions that could limit the Debtors' ability to operate in foreign countries;
- additional U.S. and other regulation of non-domestic operations, including regulation under the Foreign Corrupt Practices Act (the FCPA) as well as other anti-corruption laws;
- restrictions on the repatriation of funds;
- limitations in the availability, amount or terms of insurance coverage;
- the risk that the Debtors' international customers may have reduced access to credit because of higher interest rates, reduced bank lending or a deterioration in their customers' or their lenders' financial condition;
- the burden of complying with multiple and potentially conflicting laws and regulations;
- the imposition of unanticipated or increased environmental and safety regulations or other forms of public or governmental regulation that increase the Debtors' operating expenses;
- complications associated with installing, operating and repairing equipment in remote locations;
- the geographic, time zone, language and cultural differences among personnel in different areas of the world; and
- challenges in staffing and managing international operations.

These and the other risks outlined above could cause us to curtail or terminate operations, result in the loss of personnel or assets, disrupt financial and commercial markets and generate greater political and economic instability in some of the geographic areas in which the Debtors operate. International areas where the Debtors operate that have significant risk include the Middle East, Indonesia, Nigeria and Angola.

**14. Laws, Regulations or Practices in Foreign Countries Could Materially Restrict the Debtors' Operations or Expose them to Additional Risks.**

In many countries around the world where the Debtors do business, all or a significant portion of the decision making regarding procuring their services and products is controlled by state-owned oil companies. State-owned oil companies or prevailing laws may (i) require the Debtors to meet local content or hiring requirements or other local standards, (ii) restrict with whom the Debtors can contract or (iii) otherwise limit the scope of operations that the Debtors can legally or practically conduct. The Debtors' inability or failure to meet these requirements, standards or restrictions may adversely impact their operations in those countries. In addition, the Debtors' ability to work with state-owned oil companies is subject to the Debtors' ability to negotiate and agree upon acceptable contract terms, and to enforce those terms. In addition, many state-owned oil companies may require integrated contracts or turnkey contracts that could require the Debtors to provide services outside their core businesses. Providing services on an integrated or turnkey basis generally requires the Debtors to assume additional risks.

Moreover, in order to effectively compete in certain foreign jurisdictions, it is frequently necessary or required to establish joint ventures or strategic alliances with local contractors, partners or agents. In certain instances, these local contractors, partners or agents may have interests that are not always aligned with those of the Debtors. Reliance on local contractors, partners or agents could expose the Debtors to the risk of being unable to control the scope or quality of their overseas services or products, or being held liable under the FCPA, or other anti-corruption laws for actions taken by the Debtors' strategic or local contractors, partners or agents even though these contractors, partners or agents may not themselves be subject to the FCPA or other applicable anti-corruption laws. Any determination that the Debtors have violated the FCPA or other anti-corruption laws could have a material adverse effect on their business, results of operations, reputation or prospects.

**15. Changes in Tax Laws or Tax Rates, Adverse Positions Taken by Taxing Authorities and Tax Audits Could Impact the Debtors' Operating Results.**

The Debtors are subject to the jurisdiction of a significant number of domestic and foreign taxing authorities. Changes in tax laws or tax rates, the resolution of tax assessments or audits by various tax authorities could impact the Debtors' operating results. In addition, the Debtors may periodically restructure their legal entity organization. If taxing authorities were to disagree with the Debtors' tax positions in connection with any such restructurings, the Debtors' effective income tax rate could be impacted. The final determination of the Debtors' income tax liabilities involves the interpretation of local tax laws, tax treaties and related authorities in each taxing jurisdiction, as well as the significant use of estimates and assumptions regarding future operations and results and the timing of income and expenses. The Debtors may be audited and receive tax assessments from taxing authorities that may result in assessment of additional taxes that are ultimately resolved with the authorities or through the courts. The Debtors believe these

assessments may occasionally be based on erroneous and even arbitrary interpretations of local tax law. Resolution of any tax matter involves uncertainties and there are no assurances that the outcomes will be favorable. If the U.S. or other foreign tax authorities change applicable tax laws, the Debtors' overall taxes could increase, and their business, financial condition or results of operating may be adversely impacted.

**16. If the Debtors Are Not Able to Design, Develop, and Produce Commercially Competitive Products and to Implement Commercially Competitive Services in a Timely Manner in Response to Changes in the Market, Customer Requirements, Competitive Pressures, and Technology Trends, Their Business and Results of Operations Could be Materially and Adversely Affected.**

The market for oilfield services in which the Debtors operate is highly competitive and includes numerous small companies capable of competing effectively in their markets on a local basis, as well as several large companies that possess substantially greater financial resources than the Debtors do. Contracts are traditionally awarded on the basis of competitive bids or direct negotiations with customers.

The market for the Debtors' services and products is characterized by continual technological developments to provide better and more reliable performance and services. If the Debtors are not able to design, develop, and produce commercially competitive products and to implement commercially competitive services in a timely manner in response to changes in the market, customer requirements, competitive pressures, and technology trends, the Debtors' business and consolidated results of operations could be materially and adversely affected. Likewise, if the Debtors' proprietary technologies, equipment, facilities, or work processes become obsolete, the Debtors may no longer be competitive, and their business and results of operations could be materially and adversely affected. In addition, the Debtors may be disadvantaged competitively and financially by a significant movement of exploration and production operations to areas of the world in which they are not currently active.

**17. The Debtors are Affected by Global Economic Factors and Political Events.**

Our financial results depend on demand for the Debtors' services and products in the U.S. and the international markets in which they operate. Declining economic conditions, or negative perceptions about economic conditions, could result in a substantial decrease in demand for the Debtors' services and products. World political events could also result in further U.S. military actions, terrorist attacks and related unrest. Military action by the U.S. or other nations could escalate and further acts of terrorism may occur in the U.S. or elsewhere. Such acts of terrorism could lead to, among other things, a loss of the Debtors' investment in the country, impairment of the safety of their employees, extortion or kidnapping, and impairment of the Debtors' ability to conduct their operations. Such developments have caused instability in the world's financial and insurance markets in the past, and many experts believe that a confluence of worldwide factors could result in a prolonged period of economic uncertainty and slow growth in the future. In addition, any of these developments could lead to increased volatility in prices for oil and gas and could affect the markets for the Debtors' products and services. Insurance premiums could also increase and coverages may be unavailable.

Uncertain economic conditions and instability make it particularly difficult for the Debtors to forecast demand trends. The timing and extent of any changes to currently prevailing market conditions is uncertain and may affect demand for many of the Debtors' services and products. Consequently, the Debtors may not be able to accurately predict future economic conditions or the effect of such conditions on demand for the Debtors' services and products and their results of operations or financial condition.

**18. The Debtors' Operations May be Subject to Cyber-attacks that Could Have an Adverse Effect on their Business Operations.**

Like most companies, the Debtors rely heavily on information technology networks and systems, including the Internet, to process, transmit and store electronic information, to manage or support a variety of the Debtors' business operations, and to maintain various records, which may include information regarding their customers, employees or other third parties, and the integrity of these systems are essential for us to conduct their business and operations. The Debtors make significant efforts to maintain the security and integrity of these types of information and systems (and maintain contingency plans in the event of security breaches or system disruptions). However, the Debtors cannot provide assurance that their security efforts and measures will prevent security threats from materializing, unauthorized access to their systems, loss or destruction of data, account takeovers, or other forms of cyber-attacks or similar events, whether caused by mechanical failures, human error, fraud, malice, sabotage or otherwise. Cyber-attacks include, but are not limited to, malicious software, attempts to gain unauthorized access to data, unauthorized release of confidential or otherwise protected information and corruption of data. The frequency, scope and sophistication of cyber-attacks continue to grow, which increases the possibility that the Debtors' security measures will be unable to prevent their systems' improper functioning or the improper disclosure of proprietary information. Any failure of the Debtors' information or communication systems, whether caused by attacks, mechanical failures, natural disasters or otherwise, could interrupt their operations, damage their reputation, or subject them to claims, any of which could materially adversely affect them.

**19. The Debtors Depend on Particular Suppliers and Are Vulnerable to Product Shortages and Price Increases.**

Some of the materials that the Debtors use are obtained from a limited group of suppliers. The Debtors' reliance on these suppliers involves several risks, including price increases, inferior quality and a potential inability to obtain an adequate supply in a timely manner. The Debtors do not have long-term contracts with most of these sources, and the partial or complete loss of certain of these sources could have a negative impact on the Debtors' results of operations and could damage their customer relationships. Further, a significant increase in the price of one or more of these materials could have a negative impact on the Debtors' results of operations.

**20. Estimates of the Debtors' Potential Liabilities Relating to their Oil and Natural Gas Property May be Incorrect.**

Actual abandonment expenses may vary substantially from those estimated by the Debtors and any significant variance in these assumptions could materially affect the estimated liability recorded in the Debtors' consolidated financial statements. Therefore, the risk exists that the Debtors may underestimate the cost of plugging wells and abandoning production facilities. If

costs of abandonment are materially greater than the Debtors' estimates, this could have an adverse effect on their financial condition, results of operations and cash flows.

## **21. Potential Changes of Bureau of Ocean Energy Management Security and Bonding Requirements for Offshore Platforms Could Impact the Debtors' Operating Cash Flows and Results of Operations.**

Federal oil and natural gas leases contain standard terms and require compliance with detailed Bureau of Safety and Environmental Enforcement (BSEE) and BOEM regulations and orders issued pursuant to various federal laws, including the Outer Continental Shelf Lands Act. In 2016 BOEM undertook a review of its historical policies and procedures for determining a lessee's ability to decommission platforms on the Outer Continental Shelf and whether lessees should furnish additional security, and in July 2016, BOEM issued a new Notice to Lessees requiring additional security for decommissioning activities. In January 2017, BOEM extended the implementation timeline for properties with co-lessees by an additional six months, and in June 2017 announced that the Notice to Lessees would be stayed while BOEM continued to review its implementation issues and continued industry engagement to gather additional information on the financial assurance program. The Debtors cannot predict whether these laws and regulations may change in the future, particularly in connection with the transition of presidential administrations.

During the second half of 2016, BSEE increased its estimates of many offshore operator's decommissioning costs, including the decommissioning costs at the Debtors' sole federal offshore oil and gas property, in which the Debtors' subsidiary owns a 51% non-operating interest. In October 2016, BOEM sent an initial proposal letter to the operator of the oil and gas property, proposing an increase in the supplemental bonding requirement for the property's sole fixed platform that was eight to ten times higher than the revised supplemental bonding requirement requested for any other deep-water fixed platform in the U.S. Gulf of Mexico. Both the operator and the Debtors' subsidiary submitted formal dispute notices, asserting that the estimates in the October 2016 proposal letter may be based on erroneous or arbitrary estimates of the potential decommissioning costs, and requesting in-person meetings to discuss the estimate. The Debtors asked that BSEE and BOEM reduce the estimate to an amount that more closely approximates actual decommissioning costs, consistent with estimates identified by BSEE and BOEM for similar deep-water platforms. BSEE and BOEM have not yet responded to the Debtors' dispute notice. If BOEM ultimately issues a formal order and the Debtors are unable to obtain the additional required bonds or assurances, BOEM may suspend or cancel operations at the oil and gas property or otherwise impose monetary penalties. Any of these actions could have a material adverse effect on the Debtors' financial condition, operating cash flows and liquidity.

## **VI.**

### **SOLICITATION AND VOTING PROCEDURES**

#### **A. SOLICITATION PROCEDURES**

Each Holder of Prepetition Notes Claims and General Unsecured Claims against the Parent as of December 3, 2020 (the "**Voting Record Date**") is entitled to vote to accept or reject the Plan and shall receive the Solicitation Package (as defined below) in accordance with the solicitation procedures described herein.

The discussion of the procedures below is a summary of the solicitation and voting process. Detailed voting instructions will be provided with each ballot.

**PLEASE REFER TO THE INSTRUCTIONS ACCOMPANYING THE BALLOTS  
FOR MORE INFORMATION REGARDING VOTING  
REQUIREMENTS TO ENSURE THAT YOUR BALLOT IS PROPERLY  
AND TIMELY SUBMITTED SUCH THAT YOUR VOTE MAY BE COUNTED.**

### **1. The Voting and Claims Agent**

The Debtors have sought authority to retain Kurtzman Carson Consultants LLC (“**KCC**”) to, among other things, act as Voting and Claims Agent.

Specifically, the Voting and Claims Agent will assist the Debtors with: (a) mailing notices of the Confirmation Hearing for the Plan; (b) mailing Solicitation Packages (as described below); (c) soliciting votes on the Plan; (d) receiving, tabulating, and reporting on Ballots cast for or against the Plan by Holders of Claims against the Debtors; (e) responding to inquiries from creditors and stakeholders relating to the Plan, the Disclosure Statement, the Ballots and matters related thereto, including, without limitation, the procedures and requirements for voting to accept or reject the Plan and objecting to the Plan; and (f) if necessary, contacting creditors regarding the Plan and their Ballots.

### **2. Contents of the Solicitation Package**

The following documents and materials will collectively constitute the Solicitation Package:

- a cover letter from the Debtors explaining the solicitation process and urging Holders of Claims in the Voting Classes to vote to accept the Plan;
- this Disclosure Statement (and exhibits annexed thereto, including the Plan); and
- to the extent applicable, a Ballot(s), appropriate for the specific creditor (as may be modified for particular classes and with instruction attached thereto).

## **B. VOTING PROCEDURES**

Before voting to accept or reject the Plan, each eligible Holder of Prepetition Notes Claims and each Holder of General Unsecured Claims against the Parent as of the Voting Record Date (each a “**Voting Holder**”) should carefully review the Plan attached hereto as Exhibit A. All descriptions of the Plan set forth in this Disclosure Statement are subject to the terms and conditions of the Plan.



## 1. Voting Deadline

All Voting Holders have been sent (or will be sent) a Ballot together with this Disclosure Statement. Such Holders should read the Ballot carefully and follow the instructions contained therein. Please use only the Ballot that accompanies this Disclosure Statement to cast your vote. Special procedures are set forth below for Holders of securities through a broker, dealer, commercial bank, trust company, or other agent or nominee (“**Nominee**”).

ONLY ELIGIBLE HOLDERS (AS DEFINED BELOW) OF PREPETITION NOTES CLAIMS ARE ENTITLED TO VOTE PRIOR TO THE PETITION DATE.

IF YOU ARE A VOTING HOLDER OF ALLOWED PREPETITION NOTES CLAIMS OR A VOTING HOLDER OF ALLOWED GENERAL UNSECURED CLAIMS AGAINST THE PARENT, FOR YOUR VOTE TO BE COUNTED, YOUR VOTE MUST BE RECEIVED BY THE VOTING AND CLAIMS AGENT ON OR BEFORE THE VOTING DEADLINE OF 5:00 P.M., PREVAILING CENTRAL TIME, ON JANUARY 8, 2021, UNLESS EXTENDED BY THE DEBTORS WITH THE CONSENT OF THE REQUIRED CONSENTING NOTEHOLDERS.

BENEFICIAL HOLDERS OF PREPETITION NOTES MUST RETURN THEIR BALLOT TO THEIR NOMINEE(S). SUCH HOLDERS SHOULD FOLLOW THE INSTRUCTIONS PROVIDED BY THEIR NOMINEE FOR RETURN OF THEIR BENEFICIAL HOLDER BALLOT TO SUCH NOMINEE. BENEFICIAL HOLDERS OF PREPETITION NOTES CLAIMS MUST RETURN THEIR BALLOT(S) TO THEIR NOMINEE(S) WITH SUFFICIENT TIME FOR THEM TO PROCESS IT AND RETURN THE MASTER BALLOT TO THE VOTING AND CLAIMS AGENT BEFORE THE VOTING DEADLINE.

IF A BALLOT IS DAMAGED OR LOST, YOU MAY CONTACT THE VOTING AND CLAIMS AGENT AT THE NUMBER SET FORTH BELOW TO RECEIVE A REPLACEMENT BALLOT. ANY BALLOT THAT IS EXECUTED AND RETURNED BUT WHICH DOES NOT INDICATE A VOTE FOR ACCEPTANCE OR REJECTION OF THE PLAN WILL NOT BE COUNTED.

IF YOU HAVE ANY QUESTIONS CONCERNING THE VOTING PROCEDURES, YOU MAY CONTACT THE VOTING AND CLAIMS AGENT AT:

Superior Energy Services Balloting Center  
c/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300,  
El Segundo, CA 90245  
Tel: (888) 802-7207 (U.S./Canada) or (781) 575-2107 (international)

Questions (but not documents) may be directed to [superiorenergyinfo@kccllc.com](mailto:superiorenergyinfo@kccllc.com) (please reference “Superior” in the subject line).

Additional copies of this Disclosure Statement are available upon request made to the Voting and Claims Agent, at the telephone numbers or e-mail address set forth immediately above.



## 2. Voting Instructions

Under the Plan, Holders of Claims in the Voting Classes are entitled to vote to accept or reject the Plan. Those Holders may so vote by completing the applicable Ballot and following the instructions on such Ballot so that the Ballot is actually received by the Voting and Claims Agent prior to the Voting Deadline. Each Ballot will also allow Holders of Claims to opt-out of the Third Party Releases set forth in Article X of the Plan. Any Holder of Claims that opts out of the Third Party Release will not receive a Debtor Release or the Third Party Releases from the Releasing Parties.

**PLEASE REFER TO THE INSTRUCTIONS ATTACHED TO THE BALLOTS THAT YOU HAVE RECEIVED FOR MORE DETAILED INFORMATION REGARDING THE VOTING REQUIREMENTS, RULES AND PROCEDURES APPLICABLE TO VOTING YOUR CLAIM.**

To be counted as votes to accept or reject the Plan, all Ballots, pre-validated Beneficial Holder Ballots and Master Ballots (as defined below), as applicable, (all of which will clearly indicate the appropriate return address) must be properly executed, completed, dated and delivered according to the instructions contained thereon, so that they are **actually received** on or before the Voting Deadline by the Voting and Claims Agent at the following address:

Superior Energy Services Balloting Center  
c/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300,  
El Segundo, CA 90245

If you have any questions on the procedures for voting on the Plan, please call the Voting and Claims Agent at: (888) 802-7207 (Toll Free) (781) 575-2107 (International)

### 3. Voting Procedures

The Debtors are providing the Solicitation Packages, prepetition, to Eligible Holders of the Prepetition Notes Claims, which are defined as Holders who certified that they are (i) located inside the United States and are (a) “qualified institutional buyers” (as defined in Rule 144A under the Securities Act) or (b) “accredited investors” (as defined in Rule 501(a) of Regulation D under the Securities Act) or (ii) located outside the United States and are persons other than “U.S. persons” (as defined in Rule 902 under the Securities Act) (each an “**Eligible Holder**”). Postpetition, the Debtors intend to provide Solicitation Packages to Voting Holders of Prepetition Notes Claims that are not Eligible Holders and Voting Holders of the General Unsecured Claims against the Parent. Voting Holders may include Nominees. If such entities do not hold Prepetition Notes Claims for their own account, they must provide copies of the Solicitation Package to their customers that are the Voting Holders thereof as of the Voting Record Date. Any Voting Holder of Prepetition Notes Claims who has not received a Ballot should contact his, her, or its Nominee, or the Voting and Claims Agent.

Holders of Prepetition Notes Claims and/or General Unsecured Claims against the Parent should provide all of the information requested by the Ballot. Holders of Prepetition Notes Claims and/or General Unsecured Claims against the Parent should complete and return all Ballots received in accordance with the detailed instructions on each Ballot.

The applicable Prepetition Notes Indenture Trustee under the Prepetition Notes Indenture will not vote on behalf of its respective holders of Prepetition Notes Claims. Holders of the Prepetition Notes Claims must submit their own Ballot to their respective Nominees.

### 4. Parties Entitled to Vote

Under the Bankruptcy Code, only holders of claims or interests in “impaired” classes are entitled to vote on a plan. Under section 1124 of the Bankruptcy Code, a class of claims or interests is deemed to be “impaired” under a plan unless: (i) the plan leaves unaltered the legal, equitable, and contractual rights to which such claim or interest entitles the holder thereof; or (ii) notwithstanding any legal right to an accelerated payment of such claim or interest, the plan cures all existing defaults (other than defaults resulting from the occurrence of events of bankruptcy) and reinstates the maturity of such claim or interest as it existed before the default.

If, however, the holder of an impaired claim or interest will not receive or retain any distribution under the plan on account of such claim or interest, the Bankruptcy Code deems such holder to have rejected the plan, and, accordingly, holders of such claims and interests do not actually vote on the plan. If a claim or interest is not impaired by the plan, the Bankruptcy Code deems the holder of such claim or interest to have accepted the plan and, accordingly, holders of such claims and interests are not entitled to vote on the plan.

A vote may be disregarded if the Bankruptcy Court determines, pursuant to section 1126(e) of the Bankruptcy Code, that it was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code.

The Bankruptcy Code defines “acceptance” of a plan by a class of claims as acceptance by creditors in that class that hold at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the claims that cast ballots for acceptance or rejection of the plan.

Pursuant to section 1126(d) of the Bankruptcy Code and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an impaired class of claims has accepted a plan if the holders of at least two-thirds (2/3) in amount of the allowed claims in such class actually have voted to accept the plan.

As previously discussed, the Claims entitled to vote to accept or reject the Plan are those in Classes 5, 6, and 7.

(a) Classes 5 and 7 – Prepetition Notes Claims

(1) Beneficial Holders

A Voting Holder who holds Prepetition Notes Claims as a record holder in its own name should vote on the Plan by completing and signing a Ballot (a “**Beneficial Holder Ballot**”) and returning it to their Nominee in sufficient time to permit the Nominee to deliver a Master Ballot incorporating the vote cast on the Beneficial Holder Ballot to the Voting and Claims Agent so as to be **actually received** by the Voting and Claims Agent on or before the Voting Deadline.

Any Beneficial Holder Ballot returned to a Nominee by a Voting Holder will not be counted for purposes of acceptance or rejection of the Plan until such Nominee properly completes and delivers to the Voting and Claims Agent a Master Ballot (along with copies of the Beneficial Holder Ballots), incorporating the vote of such Voting Holder.

If any Voting Holder owns the Prepetition Notes Claims through more than one Nominee, such Voting Holder may receive multiple mailings containing the Beneficial Holder Ballots. The Voting Holder should execute a separate Beneficial Holder Ballot for each block of the Prepetition Notes Claims that it holds through any particular Nominee and return each Beneficial Holder Ballot to the respective Nominee in accordance with the instructions provided therewith. Voting Holders who execute multiple Beneficial Holder Ballots with respect to the Prepetition Notes Claims in a single class held through more than one Nominee must indicate on each Beneficial Holder Ballot the names of all such other Nominees and the additional amounts of such Prepetition Notes Claims so held and voted.

(2) Nominees

A Nominee that, on the Voting Record Date, is the record holder of the Prepetition Notes Claims for one or more Voting Holders can obtain the votes of the Voting Holders of such Prepetition Notes Claims, consistent with customary practices for obtaining the votes of securities held in “street name,” as described below:

- Master Ballots

The Nominee will obtain the votes of Voting Holders by forwarding to the Voting Holders (a) the unsigned Beneficial Holder Ballots, together with this Disclosure Statement and other materials requested to be forwarded, (b) a return envelope addressed to the Nominee, if applicable or otherwise provide customary return instructions; and (c) clear instructions stating that Beneficial Holders must return their Beneficial Holder Ballot directly to the Nominee so that it is **actually received** by the Nominee with enough time for the Nominee to return the Master Ballot (along with copies of Beneficial Holder Ballots) to the Voting and Claims Agent so it is **actually received**

by the Voting and Claims Agent on or before the Voting Deadline. Each such Voting Holder must then indicate his, her, or its vote on the Beneficial Holder Ballot, complete the information requested on the Beneficial Holder Ballot, review the certifications contained on the Beneficial Holder Ballot, execute the Beneficial Holder Ballot, and return the Beneficial Holder Ballot to the Nominee. After collecting the Beneficial Holder Ballots, the Nominee should, in turn, complete a master ballot (the “**Master Ballot**”) compiling the votes and other information from the Beneficial Holder Ballots, execute the Master Ballot, and deliver the Master Ballot (along with copies of the Beneficial Holder Ballots) to the Voting and Claims Agent so that it is ACTUALLY RECEIVED by the Voting and Claims Agent on or before the Voting Deadline. All original Beneficial Holder Ballots returned by Voting Holders should either be forwarded to the Voting and Claims Agent (along with the Master Ballot) or retained by Nominees for inspection for at least one year from the Voting Deadline.

EACH NOMINEE SHOULD ADVISE ITS VOTING HOLDERS TO RETURN THEIR BENEFICIAL HOLDER BALLOTS TO THE NOMINEE BY A DATE CALCULATED BY THE NOMINEE TO ALLOW IT TO PREPARE AND RETURN THE MASTER BALLOT TO THE VOTING AND CLAIMS AGENT SO THAT IT IS ACTUALLY RECEIVED BY THE VOTING AND CLAIMS AGENT ON OR BEFORE THE VOTING DEADLINE.

(b) Class 6 – General Unsecured Claims Against Parent

(1) Holders

A Voting Holder who holds General Unsecured Claims against the Parent should vote on the Plan by completing and signing a Ballot that has been or will be delivered to all known Holders of General Unsecured Claims against the Parent and returning it directly to the Voting and Claims Agent on or before the Voting Deadline using the enclosed self-addressed postage-paid envelope, in accordance with the instructions on the Class 6 Ballot.

**5. Miscellaneous**

All Ballots must be signed by the Holder of record of the Prepetition Notes Claims or the General Unsecured Claims against the Parent, as applicable, or any person who has obtained a properly completed Ballot proxy from the record Holder of the Prepetition Notes Claims, on such date. For purposes of voting to accept or reject the Plan, the eligible Holders of the Prepetition Notes Claims and General Unsecured Claims against the Parent will be deemed to be the “holders” of the claims represented by such Prepetition Notes Claims or General Unsecured Claims against the Parent. Unless otherwise ordered by the Bankruptcy Court, Ballots that are signed, dated, and timely received, but on which a vote to accept or reject the Plan has not been indicated, will not be counted. The Debtors, in their sole discretion, may request that the Voting and Claims Agent attempt to contact such voters to cure any such defects in the Ballots. Any Ballot marked to both accept and reject the Plan will not be counted. If you return more than one Ballot voting different Prepetition Notes Claims or General Unsecured Claims against the Parent, the Ballots are not voted in the same manner, and you do not correct this before the Voting Deadline, those Ballots will not be counted. An otherwise properly executed Ballot (other than a Master Ballot) that attempts to partially accept and partially reject the Plan will likewise not be counted.

The Ballots provided to Voting Holders will reflect the principal amount of such Voting Holder's Claim; however, when tabulating votes, the Voting and Claims Agent may adjust the amount of such Voting Holder's Claim by multiplying the principal amount by a factor that reflects all amounts accrued between the Voting Record Date and the Petition Date including, without limitation, interest.

Nominees are authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with their customary practices, including the use of a "voting instruction form" in lieu of (or in addition to) a Beneficial Owner Ballot, as well as collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means.

Under the Bankruptcy Code, for purposes of determining whether the requisite votes for acceptance have been received, only Holders of the Prepetition Notes Claims or General Unsecured Claims against the Parent, as applicable, who actually vote will be counted. The failure of a Holder to deliver a duly executed Ballot to the Voting and Claims Agent or its Nominee, as applicable will be deemed to constitute an abstention by such Holder with respect to voting on the Plan and such abstentions will not be counted as votes for or against the Plan.

Except as provided below, unless the Ballot is timely submitted to the Voting and Claims Agent before the Voting Deadline together with any other documents required by such Ballot, the Debtors may, in their sole discretion, reject such Ballot as invalid, and therefore decline to utilize it in connection with seeking confirmation of the Plan.

## **6. Fiduciaries and Other Representatives**

If a Beneficial Holder Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or another, acting in a fiduciary or representative capacity, such person should indicate such capacity when signing and, if requested, must submit proper evidence satisfactory to the Debtors of authority to so act. Authorized signatories should submit the separate Beneficial Holder Ballot of each Eligible Holder for whom they are voting.

UNLESS THE BALLOT OR THE MASTER BALLOT IS SUBMITTED TO THE VOTING AND CLAIMS AGENT ON OR PRIOR TO THE VOTING DEADLINE, SUCH BALLOT WILL BE REJECTED AS INVALID AND WILL NOT BE COUNTED AS AN ACCEPTANCE OR REJECTION OF THE PLAN; *PROVIDED, HOWEVER*, THAT THE DEBTORS RESERVE THE RIGHT, WITH THE CONSENT OF THE REQUIRED CONSENTING NOTEHOLDERS, TO REQUEST THE BANKRUPTCY COURT TO ALLOW SUCH BALLOT TO BE COUNTED.

## **7. Agreements Upon Furnishing Ballots**

The delivery of an accepting Ballot pursuant to one of the procedures set forth above will constitute the agreement of the creditor or equity holder with respect to such Ballot to accept: (i) all of the terms of, and conditions to, the Solicitation; and (ii) the terms of the Plan including the injunction, releases, and exculpations set forth in Article X therein (unless such Holder validly elects to opt-out of the Third Party Releases. All parties in interest retain their rights under the Bankruptcy Code and the Plan, including, but not limited to the right to object to confirmation of

the Plan pursuant to section 1128 of the Bankruptcy Code, subject to any applicable terms of the Restructuring Support Agreement.

## **8. Change of Vote**

Any party who has previously submitted to the Voting and Claims Agent prior to the Voting Deadline a properly completed Ballot may revoke such Ballot and change its vote by submitting to the Voting and Claims Agent prior to the Voting Deadline a subsequent, properly completed Ballot voting for acceptance or rejection of the Plan.

## **9. Waivers of Defects, Irregularities, etc.**

Unless otherwise directed by the Bankruptcy Court, all questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawals of Ballots will be determined by the Voting and Claims Agent and/or the Debtors, as applicable, in their reasonable discretion, which determination will be final and binding. The Debtors reserve the right, in consultation with the Required Consenting Noteholders, to reject any and all Ballots submitted by any of their respective creditors or equity holders not in proper form, the acceptance of which would, in the good-faith opinion of the Debtors or their counsel, as applicable, be unlawful. The Debtors further reserve their respective rights, in consultation with the Required Consenting Noteholders, to waive any defects or irregularities or conditions of delivery as to any particular Ballot by any of their creditors or equity holders. The interpretation (including the Ballot and the respective instructions thereto) by the applicable Debtor, unless otherwise directed by the Bankruptcy Court, will be final and binding on all parties. Unless waived, any defects or irregularities in connection with deliveries of Ballots must be cured within such time as the Debtors (in consultation with the Required Consenting Noteholders) or the Bankruptcy Court determines. Neither the Debtors nor any other person will be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots nor will any of them incur any liabilities for failure to provide such notification. Unless otherwise directed by the Bankruptcy Court, delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not theretofore been cured or waived) will be invalidated.

## **10. Further Information, Additional Copies**

If you have any questions or require further information about the voting procedures for voting your Prepetition Notes Claims and/or General Unsecured Claims against the Parent, about the packet of material you received or if you wish to obtain an additional copy of the Plan, this Disclosure Statement, or any exhibits to such documents, please contact the Voting and Claims Agent.

## **11. Filing of the Plan Supplement**

The Debtors will initially file the Plan Supplement no later than seven (7) days prior to the Confirmation Hearing. The Debtors will transmit a copy of the Plan Supplement to the Distribution List, as defined herein. Additionally, parties may request (and obtain at the Debtors' expense) a copy of the Plan Supplement by: (a) calling the Voting and Claims Agent at (888) 802-7207 (Toll Free) (781) 575-2107 (International); (b) writing to Superior Energy Services Balloting



Center, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; and/or (c) visiting the Debtors' restructuring website at: <http://www.kccllc.net/Superior>. Parties may also obtain any documents filed in the Chapter 11 Cases for a fee via PACER at <https://www.tx.uscourts.gov/bankruptcy>.

The Plan Supplement will include all Exhibits and Plan Schedules that were not already filed as exhibits to the Plan or this Disclosure Statement, all of which are incorporated by reference into, and are an integral part of, the Plan, as all of the same may be amended, supplemented, or modified from time to time.

As used herein, the term “**Distribution List**” means (a) the Office of the United States Trustee, (b) counsel to the Ad Hoc Noteholder Group, (c) counsel to the Prepetition Notes Indenture Trustee, (d) Depository Trust Company (the “**Transfer Agent**”), (e) the Internal Revenue Service, and (f) all parties that, as of the applicable date of determination, have filed requests for notice in this Chapter 11 Cases pursuant to Bankruptcy Rule 2002.

## 12. Tabulation of Votes

**THE FOLLOWING IS IMPORTANT INFORMATION REGARDING VOTING THAT SHOULD BE READ CAREFULLY BY ALL HOLDERS OF CLAIMS IN THE VOTING CLASSES.**

- FOR YOUR VOTE TO BE COUNTED, YOUR BALLOT, PRE-VALIDATED BENEFICIAL HOLDER BALLOT OR MASTER BALLOT, AS APPLICABLE, MUST BE PROPERLY EXECUTED, COMPLETED, DATED AND DELIVERED SUCH THAT IT IS **ACTUALLY RECEIVED** ON OR BEFORE THE VOTING DEADLINE BY THE VOTING AND CLAIMS AGENT.
- A HOLDER OF A CLAIM MAY CAST ONLY ONE VOTE PER EACH CLAIM SO HELD. BY SIGNING AND RETURNING A BALLOT, BENEFICIAL HOLDER BALLOT OR MASTER BALLOT, AS APPLICABLE, EACH HOLDER OF A CLAIM WILL CERTIFY TO THE BANKRUPTCY COURT AND THE DEBTORS THAT NO OTHER BALLOTS, BENEFICIAL HOLDER BALLOTS OR MASTER BALLOTS WITH RESPECT TO SUCH CLAIM HAS BEEN CAST OR, IF ANY OTHER BALLOT, BENEFICIAL HOLDER BALLOTS OR MASTER BALLOTS HAVE BEEN CAST WITH RESPECT TO SUCH CLAIM, SUCH EARLIER BALLOT, BENEFICIAL HOLDER BALLOTS OR MASTER BALLOTS ARE THEREBY SUPERSEDED AND REVOKED.
- ANY BALLOT, BENEFICIAL HOLDER BALLOT OR MASTER BALLOT THAT IS RECEIVED **AFTER** THE VOTING DEADLINE WILL **NOT** BE COUNTED TOWARD CONFIRMATION OF THE PLAN UNLESS THE DEBTORS IN CONSULTATION WITH THE REQUIRED CONSENTING NOTEHOLDERS HAVE GRANTED AN EXTENSION OF THE VOTING DEADLINE IN WRITING WITH RESPECT TO SUCH BALLOT, BENEFICIAL HOLDER BALLOT OR MASTER BALLOT.



- **ADDITIONALLY, THE FOLLOWING BALLOTS, BENEFICIAL HOLDER BALLOTS AND MASTER BALLOTS WILL NOT BE COUNTED:**
  - o any Ballot, Beneficial Holder Ballot or Master Ballot that is illegible or contains insufficient information to permit the identification of the claimant;
  - o any Ballot, Beneficial Holder Ballot or Master Ballot cast by a person or entity that does not hold a Claim in one of the Voting Classes;
  - o any Ballot, Beneficial Holder Ballot or Master Ballot cast for a Claim listed in the Schedules as contingent, unliquidated or disputed for which the applicable bar date has passed and no proof of claim was timely filed;
  - o any Ballot, Beneficial Holder Ballot or Master Ballot that (a) is properly completed, executed and timely filed, but does not indicate an acceptance or rejection of the Plan, (b) indicates both an acceptance and rejection of the Plan, or (c) partially accepts and partially rejects the Plan;
  - o any Ballot, Beneficial Holder Ballot or Master Ballot cast for a Claim that is subject to an objection pending as of the Voting Record Date (except as otherwise provided herein);
  - o any Ballot, Beneficial Holder Ballot or Master Ballot sent to the Debtors, the Debtors' agents/representatives (other than the Voting and Claims Agent), any indenture trustee or the Debtors' financial or legal advisors;
  - o any unsigned Ballot, Beneficial Holder Ballot or Master Ballot; or
  - o any Ballot, Beneficial Holder Ballot or Master Ballot not cast in accordance with the procedures described herein.

## VII.

### **CONFIRMATION OF THE PLAN**

#### **A. THE CONFIRMATION HEARING**

The Debtors intend to file voluntary petitions to commence the Chapter 11 Cases and to request that the Bankruptcy Court schedule a hearing to consider final approval of the Disclosure Statement and confirmation of the Plan (the "**Confirmation Hearing**") as soon as possible, at the United States Bankruptcy Court for the Southern District of Texas. Further information regarding the Confirmation Hearing, including the exact date and time on which it will be held and the timing and procedures for objecting to this Disclosure Statement or the Plan, will be included in the order scheduling the Confirmation Hearing.

#### **B. OBJECTIONS TO CONFIRMATION**

Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to the confirmation of a plan of reorganization. Any objection to confirmation of the Plan must be in writing, must conform to the Bankruptcy Rules and the Local Rules, must set forth the name of the objecting party, the nature and amount of Claims and/or Equity Interests held or asserted by

the objecting party against the Debtors' estates or properties, the basis for the objection and the specific grounds therefore, and must be filed with the Bankruptcy Court so as to be actually received no later than the date and time designated in the notice of the Confirmation Hearing.

**UNLESS AN OBJECTION TO CONFIRMATION IS TIMELY FILED, IT MAY NOT  
BE CONSIDERED BY THE BANKRUPTCY COURT.**

#### **C. EFFECT OF CONFIRMATION OF THE PLAN**

Article X of the Plan contains certain provisions relating to (a) the compromise and settlement of Claims, (b) the release of the Released Parties by the Debtors and certain Holders of Claims and Equity Interests, and each of their respective Related Persons, and (c) exculpation of certain parties. **It is important to read such provisions carefully so that you understand the implications of these provisions with respect to your Claim or Equity Interest such that you may cast your vote accordingly.**

**THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING WHETHER OR NOT SUCH HOLDER (A) WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, (B) HAS FILED A PROOF OF CLAIM OR EQUITY INTEREST IN THE CHAPTER 11 CASES OR (C) FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN.**

#### **D. CONSUMMATION OF THE PLAN**

It will be a condition to Confirmation of the Plan that all provisions, terms and conditions of the Plan are approved in the Confirmation Order unless otherwise satisfied or waived pursuant to the provisions of Article IX of the Plan. Following Confirmation, the Plan will be consummated on the Effective Date.

#### **E. CONFIRMATION PROCEDURES**

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court, after appropriate notice, to hold a hearing on confirmation of a plan of reorganization. On the first day of the Debtors' Chapter 11 Cases, the Debtors will request that the Bankruptcy Court schedule the Confirmation Hearing on shortened notice. Notice of the Confirmation Hearing will be provided to all known creditors and equity holders or their representatives. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for an announcement of the adjourned or continued date made at the Confirmation Hearing or any subsequent adjourned Confirmation Hearing.

#### **F. STATUTORY REQUIREMENTS FOR CONFIRMATION OF THE PLAN**

At the Confirmation Hearing, the Bankruptcy Court will determine whether the Plan satisfies the requirements of section 1129 of the Bankruptcy Code. The Debtors believe that: (i) the Plan satisfies or will satisfy all of the statutory requirements of chapter 11 of the Bankruptcy Code; (ii) the Debtors have complied or will have complied with all of the requirements of chapter

11 of the Bankruptcy Code; and (iii) the Plan has been proposed in good faith. Specifically, the Debtors believe that the Plan satisfies or will satisfy the applicable confirmation requirements of section 1129 of the Bankruptcy Code set forth below:

- The Plan complies with the applicable provisions of the Bankruptcy Code;
- The Debtors complied with the applicable provisions of the Bankruptcy Code;
- The Plan has been proposed in good faith and not by any means forbidden by law;
- Any payment made or promised under the Plan for services or for costs and expenses in, or in connection with, the Chapter 11 Cases, or in connection with the Plan and incident to the cases, has been or will be disclosed to the Bankruptcy Court, and any such payment: (a) made before the confirmation of the Plan is reasonable; or (b) if it is to be fixed after confirmation of the Plan, is subject to the approval of the Bankruptcy Court for the determination of reasonableness;
- The Debtors have disclosed or will disclose in the Plan Supplement the identity and affiliations of any individual proposed to serve, after confirmation of the Plan, as a director, officer, or voting trustee of the Debtors, an affiliate of the Debtors participating in the Plan with the Debtors, or a successor to the Debtors under the Plan. The appointment to, or continuance in, such office by such individual, will be consistent with the interests of creditors and equity security holders and with public policy and the Debtors will have disclosed the identity of any insider that the Reorganized Debtors will employ or retain, and the nature of any compensation for such insider;
- Either each Holder of an Impaired Claim or Equity Interest will have accepted the Plan, or will receive or retain under the Plan on account of such Claim, property of a value, as of the Effective Date of the Plan, that is not less than the amount that such Holder would receive or retain if the Debtors were liquidated on that date under chapter 7 of the Bankruptcy Code;
- Each Class of Claims that is entitled to vote on the Plan will either have accepted the Plan or will not be impaired under the Plan, or the Plan can be confirmed without the approval of such Voting Class pursuant to section 1129(b) of the Bankruptcy Code;
- Except to the extent that the Holder of a particular Claim will agree to a different treatment of its Claim, the Plan provides that Administrative Claims and Other Priority Claims will be paid in full in Cash on the Effective Date, or as soon thereafter as is reasonably practicable, and that Priority Tax Claims will be paid in accordance with section 1129(a)(9)(C) of the Bankruptcy Code;
- At least one Class of Impaired Claims will accept the Plan, determined without including any acceptance of the Plan by any insider holding a Claim in that Class;
- Confirmation of the Plan will not likely be followed by the liquidation or the need for further financial reorganization of the Debtors or any successor thereto under the Plan; and

- All outstanding fees payable pursuant to section 1930 of title 28 of the United States Code will be paid when due.

# **1. Best Interests of Creditors Test/Liquidation Analysis**

Often called the “best interests” test, section 1129(a)(7) of the Bankruptcy Code requires that a bankruptcy court find, as a condition to confirmation, that a chapter 11 plan provide, with respect to each class, that each holder of a claim or an equity interest in such class either (a) has accepted the plan or (b) will receive or retain under the plan property of a value, as of the effective date of the plan, that is not less than the amount that such holder would receive or retain if the debtor or debtors are liquidated under chapter 7 of the Bankruptcy Code. To make these findings, the Bankruptcy Court must: (a) estimate the cash liquidation proceeds that a chapter 7 trustee would generate if the chapter 11 cases were converted to a chapter 7 case and the assets of the particular debtors’ estate were liquidated; (b) determine the liquidation distribution that each non-accepting holder of a claim or an equity interest would receive from such liquidation proceeds under the priority scheme dictated in chapter 7; and (c) compare such holder’s liquidation distribution to the distribution under the chapter 11 plan that such holder would receive if the chapter 11 plan were confirmed.

In chapter 7 cases, creditors and interest holders of a debtor are paid from available assets generally in the following order, with no junior class receiving any payments until all amounts due to senior classes have been paid in full: (a) holders of secured claims (to the extent of the value of their collateral); (b) holders of priority claims; (c) holders of unsecured claims; (d) holders of debt expressly subordinated by its terms or by order of the bankruptcy court; and (e) holders of equity interests.

Accordingly, the Cash amount that would be available for satisfaction of claims (other than secured claims) would consist of the proceeds resulting from the disposition of the unencumbered assets of the debtors, augmented by the unencumbered Cash held by the debtors at the time of the commencement of the liquidation. Such Cash would be reduced by the amount of the costs and expenses of the liquidation and by such additional administrative and priority claims that may result from termination of the debtor’s business and the use of chapter 7 for purposes of a liquidation.

As described in more detail in the liquidation analysis attached hereto as Exhibit C (the “**Liquidation Analysis**”), the Debtors believe that confirmation of the Plan will provide each Holder of an Allowed Claim or Equity Interest in each Class with a recovery greater than or equal to the value of any distributions if the Chapter 11 Cases were converted to a case under chapter 7 of the Bankruptcy Code because, among other reasons, proceeds received in a chapter 7 liquidation are likely to be significantly discounted due to the distressed nature of the sale of the Debtors’ assets and the fees and expenses of a chapter 7 trustee would likely further reduce Cash available for distribution. In addition, distributions in a chapter 7 case may not occur for a longer period of time than distributions under the Plan, thereby reducing the present value of such distributions. In this regard, it is possible that distribution of the proceeds of a liquidation could be delayed for a significant period while the chapter 7 trustee and its advisors become knowledgeable about, among other things, the Chapter 11 Cases and the Claims against the Debtors.

## 2. Feasibility

Section 1129(a)(11) of the Bankruptcy Code requires that the bankruptcy court find that confirmation is not likely to be followed by the liquidation of the Reorganized Debtors or the need for further financial reorganization, unless the plan contemplates such liquidation. For purposes of demonstrating that the Plan meets this “feasibility” standard, the Debtors have analyzed the ability of the Reorganized Debtors to meet their obligations under the Plan and to retain sufficient liquidity and capital resources to conduct their businesses.

The Debtors believe that the Plan meets the feasibility requirement set forth in section 1129(a)(11) of the Bankruptcy Code. In connection with the development of the Plan and for the purposes of determining whether the Plan satisfies this feasibility standard, the Debtors analyzed the ability of the Reorganized Debtors to satisfy their financial obligations while maintaining sufficient liquidity and capital resources. Financial projections of the Reorganized Debtors for the years ending 2021, 2022, and 2023 (the “**Financial Projections**”) are attached hereto as Exhibit D.

In general, as illustrated by the Financial Projections, the Debtors believe that as a result of the transactions contemplated by the Plan, including the Exit Facility Credit Agreement and the Equity Rights Offering, the Reorganized Debtors should have sufficient cash flow and availability to make all payments required pursuant to the Plan while conducting ongoing business operations. The Debtors believe that confirmation and consummation is, therefore, not likely to be followed by the liquidation or further reorganization of the Reorganized Debtors. Accordingly, the Debtors believe that the Plan satisfies the feasibility requirement of section 1129(a)(11) of the Bankruptcy Code.

THE FINANCIAL PROJECTIONS, INCLUDING THE UNDERLYING ASSUMPTIONS, SHOULD BE CAREFULLY REVIEWED IN EVALUATING THE PLAN. WHILE MANAGEMENT BELIEVES THE ASSUMPTIONS UNDERLYING THE FINANCIAL PROJECTIONS, WHEN CONSIDERED ON AN OVERALL BASIS, ARE REASONABLE IN LIGHT OF CURRENT CIRCUMSTANCES AND EXPECTATIONS, NO ASSURANCE CAN BE GIVEN THAT THE FINANCIAL PROJECTIONS WILL BE REALIZED.

THE FINANCIAL PROJECTIONS HAVE NOT BEEN EXAMINED OR COMPILED BY INDEPENDENT ACCOUNTANTS. THE DEBTORS MAKE NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF THE FINANCIAL PROJECTIONS OR THEIR ABILITY TO ACHIEVE THE PROJECTED RESULTS. MANY OF THE ASSUMPTIONS ON WHICH THE PROJECTIONS ARE BASED ARE INHERENTLY SUBJECT TO SIGNIFICANT ECONOMIC AND COMPETITIVE UNCERTAINTIES AND CONTINGENCIES WHICH ARE BEYOND THE CONTROL OF THE DEBTORS. INEVITABLY, SOME ASSUMPTIONS WILL NOT MATERIALIZE AND UNANTICIPATED EVENTS AND CIRCUMSTANCES MAY AFFECT THE ACTUAL FINANCIAL RESULTS. THEREFORE, THE ACTUAL RESULTS ACHIEVED THROUGHOUT THE PERIOD OF THE FINANCIAL PROJECTIONS MAY VARY FROM THE PROJECTED RESULTS AND THE VARIATIONS MAY BE MATERIAL. ALL HOLDERS OF CLAIMS THAT ARE ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN ARE URGED TO EXAMINE CAREFULLY ALL OF THE ASSUMPTIONS ON WHICH THE FINANCIAL PROJECTIONS ARE BASED IN CONNECTION WITH THEIR EVALUATION OF THE PLAN.

BASED ON THE FINANCIAL PROJECTIONS SET FORTH IN EXHIBIT D HERETO, THE DEBTORS BELIEVE THAT THEY WILL BE ABLE TO MAKE ALL DISTRIBUTIONS AND PAYMENTS UNDER THE PLAN AND THAT CONFIRMATION OF THE PLAN IS NOT LIKELY TO BE FOLLOWED BY LIQUIDATION OF THE REORGANIZED DEBTORS OR THE NEED FOR FURTHER FINANCIAL REORGANIZATION OF THE REORGANIZED DEBTORS.

### **3. Acceptance by Impaired Classes**

The Bankruptcy Code requires, as a condition to confirmation, that, except as described in the following section, each class of claims or equity interests that is impaired under a plan, accept the plan. A class that is not “impaired” under a plan is deemed to have accepted the plan and, therefore, solicitation of acceptances with respect to such class is not required. A class is “impaired” unless the plan: (a) leaves unaltered the legal, equitable and contractual rights to which the claim or the equity interest entitles the holder of such claim or equity interest; (b) cures any default and reinstates the original terms of such obligation; or (c) provides that, on the consummation date, the holder of such claim or equity interest receives Cash equal to the allowed amount of that claim or, with respect to any equity interest, any fixed liquidation preference to which the holder of such equity interest is entitled to any fixed price at which the debtor may redeem the security.

The Bankruptcy Code defines “acceptance” of a plan by a class of (i) claims as acceptance by creditors in that class that hold at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the claims that cast ballots for acceptance or rejection of the plan and (ii) equity interests as acceptance by interest holders in that class that hold at least two-thirds (2/3) in amount of the equity interests that cast ballots for acceptance or rejection of the plan. Holders of claims or equity interests that fail to vote are not counted in determining the thresholds for acceptance of the plan.

Claims in Classes 1, 2, 3, 4, 8, and 9 and Equity Interests in Class 11 are not Impaired under the Plan, and, as a result, the Holders of such Claims and Equity Interests are deemed to have accepted the Plan. Accordingly, the Debtors are not required to solicit their vote.

Equity Interests in Class 10 and Claims in Class 12 are Impaired under the Plan and are not receiving any recovery under the Plan and, as a result, the Holders of such Equity Interests and Claims are deemed to reject the Plan. Accordingly, the Debtors are not required to solicit their vote.

Claims in Classes 5, 6, and 7 are Impaired under the Plan, and as a result, the Holders of such Claims are entitled to vote on the Plan. Pursuant to section 1129 of the Bankruptcy Code, the Holders of Claims in the Voting Classes must accept the Plan for the Plan to be confirmed without application of the “fair and equitable test” to Classes 5, 6, and 7 and without considering whether the Plan “discriminates unfairly” with respect to Classes 5, 6, and 7 as both standards are described herein. As explained above, Classes 5, 6, and 7 will have accepted the Plan if the Plan is accepted by at least two-thirds (2/3) in amount and a majority in number of the Claims in each of Classes 5, 6, and 7 (other than any Claims of creditors designated under section 1126(e) of the Bankruptcy Code) that will have voted to accept or reject the Plan.



#### 4. Confirmation Without Acceptance by All Impaired Classes

Section 1129(b) of the Bankruptcy Code allows a bankruptcy court to confirm a plan even if less than all impaired classes entitled to vote on the plan have accepted it, provided that the plan has been accepted by at least one impaired class of claims. Pursuant to section 1129(b) of the Bankruptcy Code, notwithstanding an impaired Class's rejection or deemed rejection of the Plan, the Plan will be confirmed, at the Debtors' request, in a procedure commonly known as "cram down," so long as the Plan does not "discriminate unfairly" and is "fair and equitable" with respect to each Class of Claims or Equity Interests that is impaired under, and has not accepted, the Plan.

#### 5. No Unfair Discrimination

This test applies to classes of claims or equity interests that are of equal priority and are receiving different treatment under the Plan. The test does not require that the treatment be the same or equivalent, but that such treatment be "fair." In general, bankruptcy courts consider whether a plan discriminates unfairly in its treatment of classes of claims of equal rank (e.g., classes of the same legal character). Bankruptcy courts will take into account a number of factors in determining whether a plan discriminates unfairly, and, accordingly, a plan could treat two classes of unsecured creditors differently without unfairly discriminating against either class.

#### 6. Fair and Equitable Test

This test applies to classes of different priority and status (e.g., secured versus unsecured) and includes the general requirement that no class of claims receive more than 100% of the amount of the allowed claims in such class. As to the dissenting class, the test sets different standards depending on the type of claims or equity interests in such class:

- Secured Claims. The condition that a plan be "fair and equitable" to a non-accepting class of secured claims includes the requirements that: (a) the holders of such secured claims retain the liens securing such claims to the extent of the allowed amount of the claims, whether the property subject to the liens is retained by the debtor or transferred to another entity under the plan; and (b) each holder of a secured claim in the class receives deferred Cash payments totaling at least the allowed amount of such claim with a present value, as of the effective date of the plan, at least equivalent to the value of the secured claimant's interest in the debtor's property subject to the liens.
- Unsecured Claims. The condition that a plan be "fair and equitable" to a non-accepting class of unsecured claims includes the following requirement that either: (a) the plan provides that each holder of a claim of such class receive or retain on account of such claim property of a value, as of the effective date of the plan, equal to the allowed amount of such claim; or (b) the holder of any claim or any equity interest that is junior to the claims of such class will not receive or retain under the plan on account of such junior claim or junior equity interest any property.
- Equity Interests. The condition that a plan be "fair and equitable" to a non-accepting class of equity interests includes the requirements that either:
  - o the plan provides that each holder of an equity interest in that class receives or retains under the plan on account of that equity interest property of a value, as of



the effective date of the plan, equal to the greater of: (a) the allowed amount of any fixed liquidation preference to which such holder is entitled; (b) any fixed redemption price to which such holder is entitled; or (c) the value of such interest; or

- o if the class does not receive the amount required in the paragraph directly above, no class of equity interests junior to the non-accepting class may receive a distribution under the plan.

To the extent that any of the Voting Classes votes to reject the Plan, the Debtors reserve the right to seek (a) confirmation of the Plan under section 1129(b) of the Bankruptcy Code and/or (b) modify the Plan in accordance with Article XII of the Plan.

The Debtors do not believe that the Plan discriminates unfairly against any Impaired Class of Claims or Equity Interests. The Debtors believe that the Plan and the treatment of all Classes of Claims and Equity Interests under the Plan satisfy the foregoing requirements for non-consensual confirmation of the Plan.

## **G. CONSUMMATION OF THE PLAN**

The Plan will be consummated on the Effective Date. For a more detailed discussion of the conditions precedent to the consummation of the Plan and the impact of failure to meet such conditions, see Article IX.B of the Plan.

## **VIII. VALUATION ANALYSIS**

Attached hereto as Exhibit E is a valuation analysis of the Reorganized Debtors, which was performed and prepared by Ducera and Johnson Rice and is incorporated by reference herein.

## **IX. EXEMPTIONS FROM SECURITIES ACT REGISTRATION**

The Solicitation is being made before the Petition Date only to Eligible Holders of Prepetition Notes Claims who are (i) located inside the United States and are (a) “qualified institutional buyers” (as defined in Rule 144A under the Securities Act) or (b) “accredited investors” (as defined in Rule 501(a) of Regulation D under the Securities Act) or (ii) located outside the United States and are persons other than “U.S. persons” (as defined in Rule 902 under the Securities Act).

The issuance of and the distribution under the Plan of the New Common Stock (other than pursuant to the Equity Rights Offering which will be issued and distributed pursuant to section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder) will be exempt from registration under the Securities Act and any other applicable securities laws pursuant to section 1145 of the Bankruptcy Code. No offer of securities to the public is made, or will be made, in any member state of the European Economic Area that requires the publication of a prospectus within the meaning of the EU Prospectus Directive (Directive 2003/71/EC), as amended, or the EU Prospectus Regulation (Regulation (EU) 2017/1129).

Section 1145 of the Bankruptcy Code generally exempts from registration under the Securities Act the offer or sale under a chapter 11 plan of a security of the debtor, of an affiliate participating in a joint plan with the debtor, or of a successor to the debtor under a plan, if such securities are offered or sold in exchange for a claim against, or an interest in, the debtor or such affiliate, or principally in such exchange and partly for cash. In reliance upon this exemption, the New Common Stock (other than any New Common Stock to be issued upon exercise of any Subscription Rights) will be exempt from the registration requirements of the Securities Act, and state and local securities laws. These securities may be resold without registration under the Securities Act or other federal or state securities laws pursuant to the exemption provided by section 4(a)(7) of the Securities Act, unless the holder is an “underwriter” with respect to such securities, as that term is defined in section 1145(b) of the Bankruptcy Code. In addition, such section 1145 exempt securities generally may be resold without registration under state securities laws pursuant to various exemptions provided by the respective laws of the several states.

Further, section 4(a)(2) of the Securities Act generally exempts from registration under the Securities Act a transaction by an issuer that does not involve a public offering. However, securities issued in such a transaction, including the New Common Stock issued upon exercise of Subscription Rights, are “restricted securities” as described in Article V.J of the Plan. Resales of such restricted securities would not be exempted by section 1145 of the Bankruptcy Code from registration under the Securities Act or other applicable law.

Notwithstanding the foregoing, persons may be able to sell such securities without registration pursuant to the resale safe harbor of Rule 144 of the Securities Act which, in effect, permits the resale of securities received by such persons pursuant to a chapter 11 plan, subject to applicable holding periods, volume limitations, notice and manner of sale requirements, and certain other conditions. Parties who believe they may be statutory underwriters as defined in section 1145 of the Bankruptcy Code are advised to consult with their own legal advisers as to the availability of the safe harbor provided by Rule 144. In any case, would-be recipients of new securities to be issued under the prepackaged Plan are advised to consult with their own legal advisers as to the availability of any such exemption from registration under the Securities Act or any other applicable federal or state law in any given instance and as to any applicable requirements or conditions to such availability.

## **X.**

### **CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN**

#### **A. INTRODUCTION**

The following discussion summarizes certain U.S. federal income tax consequences expected to result from the consummation of the Plan. This discussion is only for general information purposes and only describes the expected tax consequences to the Debtors and Holders of Prepetition Notes Claims and General Unsecured Claims against the Parent (each a “**Holder**”). It is not a complete analysis of all potential U.S. federal income tax consequences and does not address any tax consequences arising under any state, local or foreign tax laws or federal estate or gift tax laws. This discussion is based on the Internal Revenue Code of 1986, as amended (the “**IRC**” or “**Tax Code**”), Treasury Regulations promulgated thereunder, judicial decisions, and published rulings and administrative pronouncements of the Internal Revenue Service (the “**IRS**”), all as in effect on the date of this Disclosure Statement. These authorities may change, possibly

retroactively, resulting in U.S. federal income tax consequences different from those discussed below. No ruling has been or will be sought from the IRS, and no legal opinion of counsel will be rendered, with respect to the matters discussed below. There can be no assurance that the IRS will not take a contrary position regarding the U.S. federal income tax consequences resulting from the consummation of the Plan or that any contrary position would not be sustained by a court.

This discussion assumes that Holders of Prepetition Notes Claims and General Unsecured Claims against Parent have held such property as “capital assets” within the meaning of IRC Section 1221 (generally, property held for investment) and will hold the New Common Stock as capital assets. This discussion also assumes that the Claims to which any of the Debtors are a party will be respected for U.S. federal income tax purposes in accordance with their form, and that the Claims constitute interests in the Debtors “solely as a creditor” for purposes of Section 897 of the Tax Code.

This discussion does not address all U.S. federal income tax considerations that may be relevant to a particular Holder in light of that Holder’s particular circumstances, including the impact of the tax on net investment income imposed by Section 1411 of the Tax Code. In addition, it does not address considerations relevant to Holders subject to special rules under the U.S. federal income tax laws, such as “qualified foreign pension funds” (as defined in Section 897(l)(2) of the Tax Code), entities all of the interests of which are held by qualified foreign pension funds, financial institutions, insurance companies, brokers, dealers or traders in securities, commodities or currencies, tax-exempt organizations, tax-qualified retirement plans, partnerships and other pass-through entities, Holders subject to the alternative minimum tax, Holders who utilize installment method reporting with respect to their Claims, Holders holding the Prepetition Notes Claims, General Unsecured Claims against Parent or New Common Stock as part of a hedge, straddle or other risk reduction strategy or as part of a conversion transaction or other integrated investment, Holders subject to special tax accounting rules as a result of any item of gross income with respect to the Prepetition Notes being taken into account in an applicable financial statement and U.S. Holders (as defined below) who have a functional currency other than the U.S. dollar.

This discussion also does not address the U.S. federal income tax consequences to holders (a) whose Claims are Unimpaired or otherwise entitled to payment in full under the Plan, or (b) that are deemed to accept or deemed to reject the Plan. Additionally, this discussion does not address the receipt of property by Holders of Prepetition Notes Claims or General Unsecured Claims against Parent other than in their capacity as such (e.g., this summary does not discuss the treatment of any increase to a Prepetition Notes Claim as a result of the RSA Premium (as defined in the Restructuring Support Agreement), any commitment fee or similar arrangement, any backstop commitments or any equity commitments) or the separate payment of professional fees incurred by any Holders. This discussion also does not discuss the treatment of the receipt of New Common Stock pursuant to the New Management Incentive Plan.

**HOLDERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING THE U.S. FEDERAL INCOME TAX CONSEQUENCES TO THEM OF THE CONSUMMATION OF THE PLAN AND THE RECEIPT, OWNERSHIP AND DISPOSITION OF NEW COMMON STOCK RECEIVED PURSUANT TO THE PLAN, AS WELL AS ANY TAX CONSEQUENCES ARISING UNDER ANY STATE, LOCAL OR FOREIGN TAX LAWS, OR ANY OTHER FEDERAL TAX LAWS. THE DEBTORS AND THE REORGANIZED DEBTORS SHALL NOT BE LIABLE TO ANY HOLDER OR ANY**

**AFFILIATES OF SUCH HOLDER FOR ANY TAX LIABILITY WITH RESPECT TO SUCH HOLDERS' TAX LIABILITY IN WHATSOEVER MANNER.**

**B. CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES TO THE DEBTORS**

**1. Characterization of the Restructuring Transactions**

The tax consequences of the implementation of the Plan to the Debtors will depend on the ultimate form of the Restructuring Transactions. The Debtors and the Consenting Noteholders have not yet determined how the Restructuring Transactions will be structured, either in whole or in part. However, the Restructuring Transactions are currently expected to be structured as taxable exchanges pursuant to which the New Common Stock, together with the other consideration distributed pursuant to the Plan, would be issued to the applicable Holders in exchange for their applicable Claims, and the Old Parent Interests would be terminated and cancelled.

The form of the Restructuring Transactions is subject to potential change. The discussion herein assumes the Debtors will undertake the Restructuring Transactions currently contemplated by the Plan in one or more taxable transactions as described above. Holders are urged to consult their tax advisors regarding the tax consequences of the Restructuring Transactions.

**2. Cancellation of Indebtedness and Reduction of Tax Attributes**

The Debtors generally should realize cancellation of indebtedness ("COD") income to the extent the adjusted issue price of the Prepetition Notes exceeds the sum of (i) the amount of cash treated as additional consideration for the Prepetition Notes Claims and (ii) the fair market value of the New Common Stock received by Holders on account of their Allowed Prepetition Notes Claims against any Affiliate Debtors. The amount of COD income that will be realized by the Debtors is uncertain because it will depend in part on the fair market value of the New Common Stock and other consideration distributed under the Plan on the Effective Date.

Under IRC Section 108, COD income realized by a debtor will be excluded from gross income if the discharge of debt occurs in a case brought under the Bankruptcy Code, the debtor is under the court's jurisdiction in such case and the discharge is granted by the court or is pursuant to a plan approved by the court (the "**Bankruptcy Exception**"). Because the Debtors are in bankruptcy, the Bankruptcy Exception should apply to the transactions consummated pursuant to the Plan and, as a result, the Debtors should be entitled to exclude from gross income any COD income realized as a result of the implementation of the Plan.

Under IRC Section 108(b), a debtor that excludes COD income from gross income under the Bankruptcy Exception generally must reduce certain tax attributes by the amount of the excluded COD income. Attributes subject to reduction include net operating losses ("**NOLs**"), NOL carryforwards and certain other losses, credits and carryforwards, and the debtor's tax basis in its assets (including stock of subsidiaries). In the case of a group of corporations filing a consolidated return, the attribute reduction rules apply first to the separate attributes of or attributable to the particular corporation whose debt is being discharged, and then, if necessary, to certain attributes of other members of the group. Accordingly, COD income of a debtor would result first in the reduction of any NOLs and other attributes, including asset basis, of or attributable to such debtor, and then, potentially, of consolidated NOLs and/or basis of or attributable to other

members of the group. The reduction in a debtor's tax basis in its assets generally does not have to exceed the excess of (i) its tax basis in assets held immediately after the discharge of indebtedness over (ii) the amount of liabilities remaining immediately after the discharge of indebtedness (the "**Liability Floor**"). NOLs for the taxable year of the discharge and NOL carryovers to such year generally are the first attributes subject to reduction. However, a debtor may elect under IRC Section 108(b)(5) (the "**Section 108(b)(5) Election**") to reduce its basis in its depreciable property first. If a debtor makes a Section 108(b)(5) Election, the Liability Floor does not apply to the reduction in basis of depreciable property. The Debtors do not currently intend to make the Section 108(b)(5) Election.

For tax periods through the tax year ending December 31, 2019, the Parent Group reported on its consolidated federal income tax return approximately \$160 million of consolidated NOL carryforwards. The Debtors' NOLs are subject to audit and possible challenge by the IRS. Accordingly, the amount of the Debtors' NOLs ultimately may vary from the amounts set forth above.

The Debtors currently anticipate that the application of IRC Section 108(b) (assuming no Section 108(b)(5) Election is made) will result in the reduction of their NOLs and basis in their assets. However, the ultimate effect of the attribute reduction rules is uncertain because, among other things, it will depend on the amount of COD income realized by the Debtors, which cannot be determined until after the Plan is consummated.

### 3. Section 382 Limitation on Net Operating Losses and Built-In Losses

Under IRC Section 382, if a corporation or a consolidated group of corporations with NOLs, interest deductions suspended under Section 163(j) of the Tax Code or built-in losses (collectively with NOLs and certain other tax attributes, such as foreign tax credits, the "**Pre-Change Tax Attributes**") (each such corporation, a "**loss corporation**") undergoes an "ownership change," the loss corporation's use of its Pre-Change Tax Attributes and recognized built-in losses ("**RBILs**") generally will be subject to an annual limitation in the post-change period. In general, an "ownership change" occurs if the percentage of the value of the loss corporation's stock owned by one or more direct or indirect "five percent shareholders" increases by more than fifty percentage points over the lowest percentage of value owned by the five percent shareholders at any time during the applicable testing period (an "**Ownership Change**"). The testing period generally is the shorter of (i) the three-year period preceding the testing date or (ii) the period of time since the most recent Ownership Change of the corporation.

Subject to the special bankruptcy rules discussed below, the amount of the annual limitation on a loss corporation's use of its Pre-Change Tax Attributes and RBILs is generally equal to the product of the applicable long-term tax-exempt rate (as published by the IRS for the month in which the Ownership Change occurs) and the value of the loss corporation's outstanding stock immediately before the Ownership Change (excluding certain capital contributions). If a loss corporation has a net unrealized built-in gain ("**NUBIG**") immediately prior to the Ownership Change, the annual limitation may be increased as certain gains are recognized (or, unless certain provisions of proposed Treasury Regulations are enacted and apply to the Plan, treated as recognized pursuant to the safe harbors provided in IRS Notice 2003-65) during the five-year period beginning on the date of the Ownership Change (the "**Recognition Period**"). If a loss corporation has a net unrealized built-in loss ("**NUBIL**") immediately prior to the Ownership



Change, certain losses recognized during the Recognition Period also would be subject to the annual limitation and thus may reduce the amount of Pre-Change Tax Attributes that could be used by the loss corporation during the Recognition Period.

A NUBIG or NUBIL is generally the difference between the fair market value of a loss corporation's assets (or, if greater, the amount of a loss corporation's relevant liabilities, unless certain provisions of proposed Treasury Regulations are enacted and apply to the Plan) and its tax basis in the assets, subject to a statutorily-defined threshold amount. The amount of a loss corporation's NUBIG or NUBIL must be adjusted for built-in items of income or deduction that would be attributable to a pre-change period if recognized during the Recognition Period. The NUBIG or NUBIL of a consolidated group generally is calculated on a consolidated basis, subject to special rules.

If a loss corporation has a NUBIG immediately prior to an Ownership Change, any recognized built-in gains ("**RBIGs**") will increase the annual limitation in the taxable year the RBIG is recognized. An RBIG generally is any gain (and certain income) with respect to an asset held immediately before the date of the Ownership Change that is recognized during the Recognition Period to the extent of the fair market value of the asset over its tax basis immediately prior to the Ownership Change. However, the annual limitation will not be increased to the extent that the aggregate amount of all RBIGs that are recognized during the Recognition Period exceed the NUBIG. On the other hand, if a loss corporation has a NUBIL immediately prior to an Ownership Change, any RBILs will be subject to the annual limitation in the same manner as Pre-Change Tax Attributes. An RBIL generally is any loss (and certain deductions) with respect to an asset held immediately before the date of the Ownership Change that is recognized during the Recognition Period to the extent of the excess of the tax basis of the asset over its fair market value immediately prior to the Ownership Change. However, once the aggregate amount of all RBILs that are recognized during the Recognition Period exceeds the NUBIL, such excess RBILs are not subject to the annual limitation. Unless certain provisions of proposed Treasury Regulations are enacted and apply to the Plan, RBIGs and RBILs may be recognized during the Recognition Period for depreciable and amortizable assets that are not actually disposed. It is unclear whether the Parent Group will have a NUBIG or NUBIL on the Effective Date.

The Debtors expect the consummation of the Plan to result in an Ownership Change for the Reorganized Debtors. Because the Ownership Change will occur in a case brought under the Bankruptcy Code, one of the following two special rules should apply in determining the Reorganized Debtors' ability to utilize in post-Effective Date tax periods Pre-Change Tax Attributes and any RBILs attributable to tax periods preceding the Effective Date provided there is no Ownership Change prior to the Effective Date.

The first of these special rules applies when so-called "qualified creditors" of a debtor corporation in bankruptcy receive, in respect of their Claims, at least 50% of the vote and value of the stock of the reorganized debtor (or a controlling corporation if also in bankruptcy) pursuant to a confirmed bankruptcy plan (the "**382(l)(5) Exception**"). Under the 382(l)(5) Exception, a debtor's Pre-Change Tax Attributes are not limited on an annual basis, but, instead, NOL carryforwards will be reduced by the amount of any interest deductions claimed during any taxable year ending during the three-year period preceding the taxable year that includes the effective date of the plan of reorganization, and during the part of the taxable year prior to and including the effective date of the plan of reorganization, in respect of all debt converted into stock in the

reorganization. If the 382(l)(5) Exception applies and the Reorganized Debtors undergo another Ownership Change within two years after the Effective Date, then the Reorganized Debtors' Pre-Change Tax Attributes effectively would be eliminated in their entirety.

If an Ownership Change pursuant to a bankruptcy plan does not satisfy the requirements of the 382(l)(5) Exception, or if a debtor elects not to apply the 382(l)(5) Exception, the debtor's use of its Pre-Change Tax Attributes and RBILs arising during the Recognition Period will be subject to an annual limitation as determined under IRC Section 382(l)(6) (the "**382(l)(6) Exception**"). In such case, the amount of the annual limitation generally will be equal to the product of the applicable long-term tax-exempt rate (0.99% for December 2020) and the value of the debtor's outstanding stock immediately after the bankruptcy reorganization, provided such value may not exceed the value of the debtor's gross assets immediately before the Ownership Change, subject to certain adjustments. However, if any Pre-Change Tax Attributes and built-in losses of the debtor already are subject to an annual limitation at the time of an Ownership Change, those Pre-Change Tax Attributes and built-in losses will generally be subject to the lower of the two annual limitations.

It is currently anticipated that the Debtors either will not qualify for or will elect not to apply the 382(l)(5) Exception. Accordingly, the Debtors' Pre-Change Tax Attributes remaining after reduction for excluded COD income should be subject to an annual limitation generally equal to the lower of (i) any preexisting limitation imposed under IRC Section 382 and (ii) the product of the long-term tax-exempt rate for the month in which the Ownership Change resulting from the Plan occurs and the value of the Reorganized Debtors' outstanding stock immediately after consummation of the Plan pursuant to IRC Section 382(l)(6), prior to giving effect to the NUBIG and NUBIL rules described above. Pre-Change Tax Attributes not utilized in a given year due to the annual limitation may be carried forward for use in future years. To the extent the annual limitation of the Reorganized Debtors exceeds the Reorganized Debtors' taxable income (for purposes of IRC Section 382) in a given year, the excess will increase the annual limitation in future taxable years.

## **C. CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES TO HOLDERS OF CERTAIN CLAIMS**

### **1. Definition of U.S. Holder and Non-U.S. Holder**

A "U.S. Holder" is a beneficial owner of the Prepetition Notes Claims, General Unsecured Claims against Parent or New Common Stock that, for U.S. federal income tax purposes, is or is treated as:

- an individual who is a citizen or resident of the United States;
- a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) created or organized under the laws of the United States, any state thereof, or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income tax regardless of its source; or



- a trust that (1) is subject to the primary supervision of a U.S. court and the control of one or more “United States persons” (within the meaning of Section 7701(a)(30) of the Tax Code), or (2) has a valid election in effect to be treated as a United States person for U.S. federal income tax purposes.

A “Non-U.S. Holder” means a beneficial owner of the Prepetition Notes Claims, General Unsecured Claims against Parent or New Common Stock that is not a U.S. Holder and is, for U.S. federal income tax purposes, an individual, corporation (or other entity classified as a corporation for U.S. federal income tax purposes), estate or trust.

If a partnership or other entity or arrangement classified as a partnership for U.S. federal income tax purposes holds Prepetition Notes Claims, General Unsecured Claims against Parent or New Common Stock, the tax treatment of a partner in such partnership generally will depend upon the status of the partner and the activities of the partnership. Beneficial owners of the Prepetition Notes Claims, General Unsecured Claims against Parent and/or New Common Stock who are partners in a partnership holding any of such instruments should consult their tax advisors.

## **2. U.S. Holders of General Unsecured Claims Against Parent (Class 6)**

*Treatment of Exchanges.* A U.S. Holder of a General Unsecured Claim against Parent should generally be treated as receiving its distributions (if any) of cash in a taxable exchange under Section 1001 of the Internal Revenue Code.

*Recognition of Gain or Loss.* Other than with respect to any amounts received that are attributable to accrued but untaxed interest (or OID), each U.S. Holder of a General Unsecured Claim against Parent should recognize gain or loss equal to the difference between the (a) amount of cash received in exchange for the Claim and (b) such U.S. Holder’s adjusted tax basis, if any, in such Claim. A U.S. Holder’s ability to deduct any loss recognized on the exchange of its Claims will depend on such U.S. Holder’s own circumstances and may be restricted under the IRC. The character of any gain or loss as capital gain or loss or ordinary income or loss and, in the case of capital gain or loss, as short-term or long-term, will depend on a number of factors, including: (a) the nature and origin of the Claim; (b) the tax status of the U.S. Holder of such Claim; (c) whether such Claim has been held for more than one year; (d) the extent to which the U.S. Holder previously claimed a loss or bad debt deduction with respect to such Claim; and (e) whether such Claim was acquired at a market discount. A U.S. Holder that purchased its Claim from a prior Holder at a market discount may be subject to the market discount rules of the IRC as described below under “—U.S. Holders of Prepetition Notes Claims Against Parent (Class 5) and Prepetition Notes Claims Against Affiliate Debtors (Class 7)—Exchange of Prepetition Notes Claims for Cash—Market Discount.”

A portion of the consideration received by a U.S. Holder of a General Unsecured Claim against Parent may be attributable to accrued interest or OID on such Claim. Such amount should be taxable to that U.S. Holder as interest income if such accrued interest or OID has not been previously included in the U.S. Holder’s gross income for U.S. federal income tax purposes. Conversely, U.S. Holders of a General Unsecured Claim against Parent may be able to recognize a deductible loss to the extent any accrued interest or OID on such Claim was previously included in the U.S. Holder’s gross income but was not paid in full by the Debtors. If the fair value of the consideration is not sufficient to fully satisfy all principal, interest or OID on the Claim, the extent

to which such consideration will be attributable to accrued interest and OID is unclear. The Debtors intend to take the position, and the Plan provides, that, to the extent permitted by applicable law, the distributions in full or partial satisfaction of Allowed Claims shall be allocated for income tax purposes first to the principal amount of Allowed Claims, with any excess allocated to unpaid interest that accrued, including OID, on such Claims.

### **3. U.S. Holders of Prepetition Notes Claims Against Parent (Class 5) and Prepetition Notes Claims Against Affiliate Debtors (Class 7)**

#### **(a) Exchange of Prepetition Notes Claims for Cash**

*Treatment of Exchanges.* A U.S. Holder of Prepetition Notes Claims against Parent will not share in any distribution from the Parent GUC Recovery Cash Pool. The exchange of a Prepetition Notes Claim against an Affiliate Debtor for cash pursuant to the Plan will result in a taxable sale of such Prepetition Notes Claim for U.S. federal income tax purposes.

*Recognition of Gain or Loss.* A U.S. Holder receiving cash in exchange for a Prepetition Notes Claim against an Affiliate Debtor generally will recognize gain or loss in an amount equal to the difference, if any, between (i) the amount of cash received in exchange for such Prepetition Notes Claim (excluding any amount allocable to accrued but unpaid interest on the Prepetition Note, which will be taxable as interest to the extent not previously included in income) and (ii) the U.S. Holder's adjusted tax basis in the Prepetition Note at the time of exchange for cash. A U.S. Holder's adjusted tax basis in a Prepetition Note generally will be equal to the cost of the Prepetition Note, increased by market discount and "original issue discount" ("**OID**"), if any, previously included in the U.S. Holder's income with respect to the Prepetition Note, and reduced (but not below zero) by any amortizable bond premium that the U.S. Holder has previously amortized. Subject to the market discount rules discussed below, any gain or loss recognized by a U.S. Holder exchanging a Prepetition Notes Claim against an Affiliate Debtor for cash generally will be capital gain or loss and will be long-term capital gain or loss if the U.S. Holder has held the Prepetition Note for more than one year at the time of sale. Otherwise, such gain or loss will be short-term capital gain or loss. Long-term capital gains recognized by non-corporate U.S. Holders, including individuals, generally will be taxable at a reduced rate. The deductibility of capital losses is subject to limitations.

*Market Discount.* A U.S. Holder that acquired a Prepetition Note at any time other than at its original issuance at a market discount would generally be required to treat any gain recognized on the exchange or taxable disposition of a Prepetition Note as ordinary income to the extent of accrued market discount (on a straight line basis or, at the election of the holder, on a constant yield basis), unless an election to include market discount in income currently as it accrues was made by the U.S. Holder. A U.S. Holder will be considered to have acquired a Prepetition Note at a market discount if its tax basis in the Prepetition Note immediately after acquisition was less than the sum of all amounts payable thereon, other than payments of qualified stated interest, (or, in the case of a Prepetition Note issued with **OID**, less than the revised issue price within the meaning of the applicable tax rules) after the acquisition date, unless the difference is less than 0.25% of the Prepetition Note's issue price multiplied by the number of complete years from the acquisition date to maturity (in which case, the difference is de minimis market discount and the market discount rules would not apply).

(b) Exchange of Prepetition Notes Claims for New Common Stock

*Treatment of Exchange.* If the Restructuring Transactions are structured as taxable exchanges as described above, a U.S. Holder of Prepetition Notes Claims against an Affiliate Debtor receiving New Common Stock would generally be expected to receive its distribution under the Plan in a taxable exchange under Section 1001 of the Tax Code. In addition, a U.S. Holder of Prepetition Notes Claims against an Affiliate Debtor may receive Subscription Rights, and New Common Stock received pursuant to the exercise of such Subscription Rights, pursuant to the Equity Rights Offering. While not free from doubt, for U.S. federal income tax purposes, the Debtors intend to treat the Subscription Rights as rights to purchase New Common Stock from a holder of Prepetition Notes Claims against an Affiliate Debtor that is receiving the Cash Payout by a participant in the Equity Rights Offering rather than a right received in exchange for a Prepetition Notes Claim. U.S. Holders of Prepetition Notes Claims against an Affiliate Debtor should consult their tax advisors regarding the treatment of the receipt of the Subscription Rights.

*Recognition of Gain or Loss.* In a taxable exchange of Prepetition Notes Claims against an Affiliate Debtor for New Common Stock, a U.S. Holder generally will recognize gain or loss in an amount equal to the difference, if any, between (i) the fair market value of the New Common Stock and (ii) the U.S. Holder's "adjusted tax basis" in the Prepetition Notes. A U.S. Holder's adjusted tax basis in the Prepetition Notes is described above under "*U.S. Holders of Prepetition Notes Claims Against Parent (Class 5) and Prepetition Notes Claims Against Affiliate Debtors (Class 7)—Exchange of Prepetition Notes Claims for Cash—Recognition of Gain or Loss.*" Subject to the market discount rules discussed below, gain or loss generally will be capital gain or loss, and generally will be long-term capital gain or loss if the U.S. Holder has held the Prepetition Notes for more than one year as of the Effective Date. Long-term capital gains recognized by non-corporate U.S. Holders, including individuals, generally will be taxable at a reduced rate. The deductibility of capital losses is subject to limitations. If a U.S. Holder acquired Prepetition Notes with market discount (determined in the manner described in "*U.S. Holders of Prepetition Notes Claims Against Parent (Class 5) and Prepetition Notes Claims Against Affiliate Debtors (Class 7)—Exchange of Prepetition Notes Claims for Cash—Market Discount*" above), any gain recognized on receipt of New Common Stock will be treated as ordinary income to the extent of the market discount accrued (on a straight line basis or, at the election of the U.S. Holder, on a constant yield basis) during such U.S. Holder's period of ownership, unless such U.S. Holder previously elected to include market discount in income as it accrued for U.S. federal income tax purposes. A U.S. Holder's tax basis in the New Common Stock generally would be equal to its fair market value as of the Effective Date, and its holding period in the New Common Stock would generally begin on the day after the Effective Date.

(c) Ownership of New Common Stock

*Distributions.* A U.S. Holder of New Common Stock generally will be required to include in gross income as ordinary dividend income the amount of any distributions paid on the New Common Stock to the extent such distributions are paid out of Reorganized Parent's current or accumulated earnings and profits as determined for U.S. federal income tax purposes. Distributions not treated as dividends for U.S. federal income tax purposes will constitute a return of capital and will first be applied against and reduce a U.S. Holder's adjusted tax basis in the New Common Stock, but not below zero. Any excess amount will be treated as gain from a sale or

exchange of the New Common Stock. U.S. Holders that are treated as corporations for U.S. federal income tax purposes may be entitled to a dividends received deduction with respect to distributions out of Reorganized Parent's earnings and profits. Additionally, non-corporate U.S. Holders that satisfy certain holding period requirements will generally be eligible for the reduced tax rates that apply to "qualified dividend income."

*Sale or Other Taxable Disposition.* A U.S. Holder of New Common Stock will recognize gain or loss upon the sale or other taxable disposition of New Common Stock equal to the difference between the amount realized upon the disposition and the U.S. Holder's adjusted tax basis in the New Common Stock. Subject to the recapture rules under IRC Section 108(e)(7), any such gain or loss generally will be capital gain or loss, and generally will be long-term capital gain or loss if the U.S. Holder has held the New Common Stock for more than one year as of the date of disposition. Long-term capital gains recognized by non-corporate U.S. Holders generally will be taxable at a reduced rate. Under the IRC Section 108(e)(7) recapture rules, a U.S. Holder may be required to treat gain recognized on the taxable disposition of New Common Stock as ordinary income if the U.S. Holder took a bad debt deduction with respect to the Prepetition Note exchanged for the applicable New Common Stock. U.S. Holders should consult their tax advisors regarding the applicable tax rates and netting rules for capital gains and losses. The deductibility of capital losses is subject to limitations.

#### **4. Non-U.S. Holders**

The following discussion assumes the Debtors will undertake the Restructuring Transactions currently contemplated by the Plan in one or more taxable transactions as described above in "*Certain U.S. Federal Income Tax Consequences to the Debtors—Characterization of the Restructuring Transactions.*" The rules governing U.S. federal income taxation of a Non-U.S. Holder are complex. The following discussion includes only certain U.S. federal income tax consequences of the Plan to Non-U.S. Holders. The discussion does not include any non-U.S. tax considerations. Non-U.S. Holders should consult with their own tax advisors to determine the effect of U.S. federal, state, and local tax laws, as well as any other applicable non-U.S. tax laws and/or treaties, with regard to their participation in the transactions contemplated by the Plan, their ownership of Claims, and the ownership and disposition of Prepetition Notes Claims, General Unsecured Claims against Parent and New Common Stock, as applicable.

Whether a Non-U.S. Holder realizes gain or loss on an exchange and the amount of such gain or loss should generally be determined in the same manner as set forth above in connection with U.S. Holders.

##### **(a) Gain Recognition**

As discussed above, an exchange of Prepetition Notes Claims against Affiliate Debtors or General Unsecured Claims against Parent pursuant to the Plan is currently expected to result in gain or loss by a Holder. To the extent any gain is recognized, subject to the discussions below regarding FATCA (as defined below) and backup withholding, any gain recognized by a Non-U.S. Holder on the exchange of General Unsecured Claims against Parent for cash (as described above in "*—U.S. Holders of General Unsecured Claims Against Parent (Class 6)—Recognition of Gain or Loss*") or Prepetition Notes Claims against an Affiliate Debtor for cash or New Common Stock,

as applicable (as described above in “—U.S. Holders of Prepetition Notes Claims Against Parent (Class 5) and Prepetition Notes Claims Against Affiliate Debtors (Class 7)—Exchange of Prepetition Notes Claims for Cash” and in “—U.S. Holders of Prepetition Notes Claims Against Parent (Class 5) and Prepetition Notes Claims Against Affiliate Debtors (Class 7)—Exchange of Prepetition Notes Claims for New Common Stock”), or a subsequent sale or other taxable disposition of New Common Stock (as described above in “—U.S. Holders of Prepetition Notes Claims Against Parent (Class 5) and Prepetition Notes Claims Against Affiliate Debtors (Class 7)—New Common Stock—Sale or Other Taxable Disposition”) generally will not be subject to U.S. federal income taxation unless (a) the Non-U.S. Holder is an individual who was present in the United States for 183 days or more during the taxable year in which the relevant sale, exchange or other taxable disposition occurs and certain other conditions are met, (b) such gain is effectively connected with the conduct by such Non-U.S. Holder of a trade or business in the United States (and if required by an applicable income tax treaty, such gain is attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States) or (c) solely with respect to the New Common Stock, the issuer of such equity is or has been during a specified testing period a “U.S. real property holding corporation” (a “**USRPHC**”) as defined in Section 897 of the Tax Code.

If the first exception applies, to the extent that any gain is recognized, the Non-U.S. Holder generally will be subject to U.S. federal income tax at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty) on the amount by which such Non-U.S. Holder’s capital gains allocable to U.S. sources exceed its capital losses allocable to U.S. sources during the taxable year of the exchange. If the second exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax with respect to any gain recognized in the same manner as a U.S. Holder. In order to claim an exemption from withholding tax, such Non-U.S. Holder will be required to provide a properly executed IRS Form W-8ECI (or such successor form as the IRS designates) to the withholding agent. In addition, a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to such Non-U.S. Holder’s effectively connected earnings and profits that are attributable to such gain at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty). With respect to the third exception above, the Parent does not believe that it is or has been, and does not expect Reorganized Parent to become, a USRPHC.

(b) Interest

Subject to the discussions below regarding FATCA (as defined below) and backup withholding, payments to a Non-U.S. Holder that are attributable to interest (including, for purposes of this discussion of Non-U.S. Holders, any OID) that is not effectively connected with the Non-U.S. Holder’s conduct of a trade or business within the United States generally will not be subject to U.S. federal income or withholding tax, provided that the withholding agent has received or receives, prior to payment, appropriate documentation (generally, IRS Form W-8BEN or W-8BEN-E) establishing that the Non-U.S. Holder is not a U.S. person. Interest income, however, may be subject to U.S. withholding tax if, at the applicable time:

- the Non-U.S. Holder actually or constructively owns 10% or more of the total combined voting power of all classes of voting stock of the Parent with respect to payments of interest on the Prepetition Notes;



- the Non-U.S. Holder is a “controlled foreign corporation” that is a “related person” (each, within the meaning of the Tax Code) with respect to the Parent; or
- the Non-U.S. Holder is a bank receiving interest described in Section 881(c)(3)(A) of the Tax Code.

If interest paid to a Non-U.S. Holder is effectively connected with the conduct by such Non-U.S. Holder of a trade or business in the United States (and if required by an applicable income tax treaty, such interest is attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States), the Non-U.S. Holder generally will not be subject to U.S. federal withholding tax, provided such Non-U.S. Holder provides a properly executed W-8ECI (or such successor form as the IRS designates) to the applicable withholding agent, as described above, but will be subject to U.S. federal income tax with respect to such interest in the same manner as a U.S. Holder under rules similar to those discussed above with respect to gain that is effectively connected with the conduct of a trade or business in the United States (see “—*Gain Recognition*” above).

A Non-U.S. Holder that does not qualify for the above exemption with respect to interest that is not effectively connected income generally will be subject to withholding of U.S. federal income tax on such interest at a 30% rate, unless such Non-U.S. Holder is entitled to a reduction in or exemption from withholding on such interest as a result of an applicable income tax treaty. To claim such entitlement, the Non-U.S. Holder must provide the applicable withholding agent with a properly executed IRS Form W-8BEN or W-8BEN-E claiming a reduction in or exemption from withholding tax on such payments of interest under the benefit of an income tax treaty between the United States and the country in which the Non-U.S. Holder resides or is established. For purposes of providing a properly executed IRS Form W-8BEN or W-8BEN-E, special procedures are provided under applicable Treasury Regulations for payments through qualified foreign intermediaries or certain financial institutions that hold customers’ securities in the ordinary course of their trade or business.

(c) Distributions

As described above, distributions made on account of New Common Stock will constitute dividends for U.S. federal income tax purposes to the extent of the current or accumulated earnings and profits of Reorganized Parent, as determined under U.S. federal income tax principles. Distributions not treated as dividends for U.S. federal income tax purposes will be treated first as a non-taxable return of capital reducing the Non-U.S. Holder’s basis in its New Common Stock. Any excess amount will generally be treated as gain from the sale or exchange of New Common Stock (which is subject to tax only in the circumstances described above).

Except as described below, dividends paid with respect to New Common Stock that are not effectively connected with the Non-U.S. Holder’s conduct of a U.S. trade or business will be subject to U.S. federal withholding tax at a rate of 30% (or lower, if there is an applicable treaty rate or exemption from tax under the applicable income tax treaty). A Non-U.S. Holder generally will be required to satisfy certain IRS certification requirements in order to claim a reduction of or exemption from withholding under a tax treaty by providing the applicable withholding agent with a properly executed IRS Form W-8BEN or W-8BEN-E (or a successor form). Dividends paid

with respect to New Common Stock held by a Non-U.S. Holder that are effectively connected with the Non-U.S. Holder's conduct of a U.S. trade or business (and if an income tax treaty applies, are attributable to a permanent establishment or fixed base maintained by such Non-U.S. Holder in the United States) generally will not be subject to withholding tax if the Non-U.S. Holder provides a properly executed IRS Form W-8ECI (or successor form) to the withholding agent. Instead, such Non-U.S. Holder would be subject to U.S. federal income tax with respect to such dividends in the same manner as a U.S. Holder, and a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to such Non-U.S. Holder's effectively connected earnings and profits that are attributable to the dividends at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty).

(d) Additional Withholding Tax on Payments Made to Foreign Accounts

Withholding taxes may be imposed under Sections 1471 to 1474 of the Tax Code (such Sections commonly referred to as the Foreign Account Tax Compliance Act, or "**FATCA**") on certain types of payments made to non-U.S. financial institutions and certain other non-U.S. entities. Specifically, a 30% withholding tax may be imposed on interest on the Prepetition Notes, dividends (including constructive dividends) on the New Common Stock, or (subject to the proposed Treasury Regulations discussed below), gross proceeds from the sale or other disposition of Prepetition Notes Claims, General Unsecured Claims against Parent or New Common Stock paid to a "foreign financial institution" or a "non-financial foreign entity" (each as defined in the Tax Code), unless (1) the foreign financial institution undertakes certain diligence, reporting and withholding obligations, (2) the non-financial foreign entity either certifies it does not have any "substantial United States owners" (as defined in the Tax Code) or furnishes identifying information regarding each substantial United States owner, or (3) the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from these rules. If the payee is a foreign financial institution and is subject to the diligence, reporting and withholding requirements in (1) above, it must enter into an agreement with the U.S. Department of the Treasury requiring, among other things, that it undertake to identify accounts held by certain "specified United States persons" or "United States-owned foreign entities" (each as defined in the Tax Code), annually report certain information about such accounts, and withhold 30% on certain payments to non-compliant foreign financial institutions and certain other account holders. Foreign financial institutions located in jurisdictions that have an intergovernmental agreement with the United States governing FATCA may be subject to different rules.

Prior to the issuance of proposed Treasury Regulations, withholding under FATCA would have also applied to payments of gross proceeds from the sale or other disposition of Prepetition Notes Claims, General Unsecured Claims against Parent or New Common Stock on or after January 1, 2019. However, the proposed Treasury Regulations eliminate FATCA withholding on payments of gross proceeds entirely. Taxpayers generally may rely on these proposed Treasury Regulations until final Treasury Regulations are issued.

## **5. Accrued Interest**

To the extent a Holder of a Claim receives consideration that is attributable to unpaid accrued interest on the Claim, the Holder may be required to treat such consideration as a payment of interest. In this regard, the Plan provides that distributions in full or partial satisfaction of



Allowed Claims shall be allocated first to the principal amount (as determined for U.S. federal income tax purposes) of Allowed Claims, with any excess allocated to unpaid interest that accrued on such Claims. Notwithstanding the Plan, there is general uncertainty regarding the extent to which the receipt of cash or other property should be treated as attributable to unpaid accrued interest. To the extent any property received pursuant to the Plan is considered attributable to unpaid accrued interest, a Holder will recognize ordinary income to the extent the value of the property exceeds the amount of unpaid accrued interest previously included in gross income by the Holder. A Holder's tax basis in such property (other than cash) should be equal to the amount of interest income treated as satisfied by the receipt of the property, and its holding period in the property should begin on the day after the Effective Date. A Holder generally will be entitled to recognize a loss to the extent any accrued interest previously included in its gross income is not paid in full.

HOLDERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING THE EXTENT TO WHICH CONSIDERATION RECEIVED UNDER THE PLAN SHOULD BE TREATED AS ATTRIBUTABLE TO UNPAID ACCRUED INTEREST, AS WELL AS REGARDING THE CHARACTER OF ANY LOSS RECOGNIZED TO THE EXTENT ANY ACCRUED INTEREST PREVIOUSLY INCLUDED IN GROSS INCOME IS NOT PAID IN FULL.

## **6. Information Reporting and Backup Withholding**

The Debtors and applicable withholding agents will withhold all amounts required by law to be withheld from payments of interest and dividends, whether in connection with distributions under the Plan or in connection with payments made on account of consideration received pursuant to the Plan, and will comply with all applicable information reporting requirements. The IRS may make the information returns reporting such interest and dividends and withholding available to the tax authorities in the country in which a Non-U.S. Holder is resident. In general, information reporting requirements may apply to distributions or payments under the Plan. Additionally, under the backup withholding rules, a Holder may be subject to backup withholding with respect to distributions or payments made pursuant to the Plan unless that Holder: (a) comes within certain exempt categories (which generally include corporations) and, when required, demonstrates that fact; or (b) timely provides a correct taxpayer identification number and certifies under penalty of perjury that the taxpayer identification number is correct and that the Holder is not subject to backup withholding (generally in the form of a properly executed IRS Form W-9 for a U.S. Holder, and, for a Non-U.S. Holder, in the form of a properly executed applicable IRS Form W-8 (or otherwise establishes such Non-U.S. Holder's eligibility for an exemption). Backup withholding is not an additional tax but is, instead, an advance payment that may be refunded to the extent it results in an overpayment of tax; provided that the required information is timely provided to the IRS.

In addition, from an information reporting perspective, Treasury Regulations generally require disclosure by a taxpayer on its U.S. federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, certain transactions that result in the taxpayer's claiming a loss in excess of specified thresholds. Holders are urged to consult their tax advisors regarding these regulations and whether the transactions contemplated by the Plan would be subject to these regulations and require disclosure on the Holders' tax returns.

**THE FOREGOING DISCUSSION OF U.S. FEDERAL INCOME TAX CONSIDERATIONS IS FOR GENERAL INFORMATION PURPOSES ONLY AND IS NOT TAX ADVICE. EACH HOLDER SHOULD CONSULT ITS OWN TAX ADVISOR REGARDING THE FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF THE PLAN DESCRIBED HEREIN. NEITHER THE PROPONENTS NOR THEIR PROFESSIONALS WILL HAVE ANY LIABILITY TO ANY PERSON OR HOLDER ARISING FROM OR RELATED TO THE FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF THE PLAN OR THE FOREGOING DISCUSSION.**

## **XI.**

### **ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN**

#### **A. LIQUIDATION UNDER CHAPTER 7 OF THE BANKRUPTCY CODE**

If the Plan or an alternative chapter 11 plan of reorganization cannot be confirmed, the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code in which case, a trustee would be elected or appointed to liquidate the Debtors' assets. A discussion of the effect a chapter 7 liquidation would have on the recovery of Holders of Claims or Equity Interests is set forth in Section VII.F herein, titled "Statutory Requirements for Confirmation of the Plan." The Debtors believe that liquidation under chapter 7 would result in (i) smaller distributions being made to creditors and equity interest holders entitled to a recovery than those provided for in the Plan based on the liquidation value of the Debtors' assets and because of the additional administrative expenses involved in the appointment of a trustee and attorneys and other professionals to assist such trustee, (ii) additional expenses and claims, some of which would be entitled to priority, which would be generated during the liquidation and from the rejection of unexpired leases and executory contracts in connection with the cessation of the Debtors' operations, and (iii) the failure to realize the greater, going-concern value of all of the Debtors' assets.

#### **B. FILING OF AN ALTERNATIVE PLAN OF REORGANIZATION**

If the Plan is not confirmed, the Debtors or any other party in interest could attempt to formulate a different chapter 11 plan of reorganization. Such a plan might involve either a reorganization and continuation of the Debtors' businesses or an orderly liquidation of the Debtors' assets. As discussed above, during the negotiations prior to the filing of the Chapter 11 Cases and the Plan, the Debtors explored various alternatives to the Plan.

The Debtors believe that the Plan, and the associated Exit Facility, and the Equity Rights Offering enables the Debtors to emerge from chapter 11 successfully and expeditiously, preserving their businesses and allowing their creditors to realize the highest recoveries under the circumstances. In a liquidation under chapter 11 of the Bankruptcy Code, the assets of the Debtors would be sold in an orderly fashion over a more extended period of time than in a liquidation under chapter 7, and a trustee need not be appointed. Accordingly, creditors would receive greater recoveries than in a chapter 7 liquidation. Although a chapter 11 liquidation is preferable to a chapter 7 liquidation, the Debtors believe that a liquidation under chapter 11 is a much less attractive alternative to creditors than the Plan because the Plan provides for a greater return to creditors.

The prolonged continuation of the Chapter 11 Cases is likely to adversely affect the Debtors' businesses and operations. So long as the Chapter 11 Cases continue, senior management of the Debtors will be required to spend a significant amount of time and effort dealing with the Debtors' reorganization instead of focusing exclusively on business operations. In addition, the longer the Chapter 11 Cases continue, the more likely it is that the Debtors' vendors and service providers will lose confidence in the Debtors' ability to reorganize their businesses successfully and will seek to establish alternative commercial relationships. Furthermore, so long as the Chapter 11 Cases continue, the Debtors will be required to incur substantial costs for professional fees and other expenses associated with the proceedings. The prolonged continuation of the Chapter 11 Cases may also result in the termination of the Restructuring Support Agreement which would be value destructive for all parties in interest. In addition, the Debtors may no longer be permitted to use cash collateral on a consensual basis. Under these circumstances, it is unlikely the Debtors could successfully reorganize without damage to their business operations and material decreases in recoveries for creditors.

## **RECOMMENDATION**

In the opinion of the Debtors, the Plan is preferable to the alternatives described in this Disclosure Statement because it provides for a larger distribution to the Debtors' creditors than would otherwise result in a liquidation under chapter 7 of the Bankruptcy Code. In addition, any alternative other than confirmation of the Plan could result in extensive delays and increased administrative expenses resulting in smaller distributions to Holders of Allowed Claims than that which is proposed under the Plan. Accordingly, the Debtors recommend that Holders of Claims entitled to vote on the Plan support confirmation of the Plan and vote to accept the Plan.

Respectfully submitted,

/s/ Westervelt T. Ballard

Superior Energy Services, Inc.

By:

Title:

Dated: December 7, 2020

Prepared by:

### **HUNTON ANDREWS KURTH LLP**

Timothy A. ("Tad") Davidson II (TX Bar No. 24012503)  
Ashley L. Harper (TX Bar No. 24065272)  
Philip M. Guffy (TX Bar No. 24113705)  
600 Travis Street, Suite 4200  
Houston, Texas 77002  
Telephone: 713-220-4200  
Facsimile: 713-220-4285

### **LATHAM & WATKINS LLP**

George A. Davis (*pro hac vice* pending)  
Keith A. Simon (*pro hac vice* pending)  
George Klidonas (*pro hac vice* pending)  
885 Third Avenue  
New York, New York 10022  
Telephone: (212) 906-1200  
Facsimile: (212) 751-4864

*Proposed Counsel to the Debtors and Debtors-in-Possession*

**Exhibit A**

Plan of Reorganization

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

-----	X	
In re:	:	Chapter 11
	:	
SUPERIOR ENERGY SERVICES, INC., <i>et al.</i> , <sup>1</sup>	:	Case No. 20-35812 (DRJ)
	:	
Debtors.	:	(Joint Administration Requested)
	:	
-----	X	

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**JOINT PREPACKAGED PLAN OF REORGANIZATION FOR  
SUPERIOR ENERGY SERVICES, INC. AND ITS AFFILIATE DEBTORS  
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

---

**HUNTON ANDREWS KURTH LLP**

Timothy A. (“Tad”) Davidson II (No. 24012503)  
Ashley L. Harper (No. 24065272)  
600 Travis Street, Suite 4200  
Houston, Texas 77002  
Telephone: (713) 220-4200  
Facsimile: (713) 220-4285

**LATHAM & WATKINS LLP**

George A. Davis (*pro hac vice* admission pending)  
Keith A. Simon (*pro hac vice* admission pending)  
George Klidonas (*pro hac vice* admission pending)  
885 Third Avenue  
New York, New York 10022  
Telephone: (212) 906-1200  
Facsimile: (212) 751-4864

*Proposed Counsel for the Debtors and Debtors-in-Possession*

Dated: December 7, 2020  
Houston, Texas

---

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Superior Energy Services, Inc. (9388), SESI, L.L.C. (4124), Superior Energy Services-North America Services, Inc. (5131), Complete Energy Services, Inc. (9295), Warrior Energy Services Corporation (9424), SPN Well Services, Inc. (2682), Pumpco Energy Services, Inc. (7310), 1105 Peters Road, L.L.C. (4198), Connection Technology, L.L.C. (4128), CSI Technologies, LLC (6936), H.B. Rentals, L.C. (7291), International Snubbing Services, L.L.C. (4134), Stabil Drill Specialties, L.L.C. (4138), Superior Energy Services, L.L.C. (4196), Superior Inspection Services, L.L.C. (4991), Wild Well Control, Inc. (3477), Workstrings International, L.L.C. (0390). The Debtors’ address is 1001 Louisiana Street, Suite 2900, Houston, Texas 77002.

**NO CHAPTER 11 CASES HAVE BEEN COMMENCED AT THIS TIME. THIS PREPACKAGED PLAN OF REORGANIZATION, AND THE SOLICITATION MATERIALS ACCOMPANYING THIS PLAN, HAVE NOT BEEN APPROVED BY THE BANKRUPTCY COURT AS CONTAINING “ADEQUATE INFORMATION” WITHIN THE MEANING OF SECTION 1125(a) OF THE BANKRUPTCY CODE. IN THE EVENT THE CHAPTER 11 CASES ARE COMMENCED, THE DEBTORS EXPECT TO PROMPTLY SEEK AN ORDER OF THE BANKRUPTCY COURT (1) APPROVING THE SOLICITATION OF VOTES AS HAVING BEEN IN COMPLIANCE WITH SECTIONS 1126(b) AND 1125(g) OF THE BANKRUPTCY CODE; (2) APPROVING THE ADEQUACY OF THE DISCLOSURE STATEMENT; AND (3) CONFIRMING THE PLAN PURSUANT TO SECTION 1129 OF THE BANKRUPTCY CODE. THE DEBTORS RESERVE THE RIGHT TO CONSUMMATE THE RESTRUCTURING TRANSACTIONS WITHOUT COMMENCING ANY CHAPTER 11 CASES.**



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**JOINT PREPACKAGED PLAN OF REORGANIZATION FOR  
SUPERIOR ENERGY SERVICES, INC. AND ITS AFFILIATE DEBTORS  
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

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The above-captioned debtors (each a “**Debtor**” and, collectively, the “**Debtors**”) jointly propose the following prepackaged chapter 11 plan of reorganization (this “**Plan**”) for the resolution of the outstanding Claims (as defined below) against, and Equity Interests (as defined below) in, each of the Debtors. Although proposed jointly for administrative purposes, this Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims against and Equity Interests in each Debtor pursuant to the Bankruptcy Code (as defined below). This Plan is not premised upon the substantive consolidation of the Debtors with respect to the Classes of Claims or Equity Interests set forth in the Plan. The Debtors are the proponents of this Plan within the meaning of section 1129 of the Bankruptcy Code. Reference is made to the Disclosure Statement (as such term is defined herein and distributed contemporaneously herewith) for a discussion of the Debtors’ history, business, results of operations, historical financial information, projections, a summary and analysis of this Plan, the treatment provided for herein and certain related matters. There also are other agreements and documents, which shall be filed with the Bankruptcy Court (as defined below), that are referenced in this Plan or the Disclosure Statement as Exhibits and Plan Schedules. All such Exhibits and Plan Schedules are incorporated into and are a part of this Plan as if set forth in full herein. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code, Bankruptcy Rule 3019 and the terms and conditions set forth in this Plan, the Debtors reserve the right to alter, amend, modify, revoke or withdraw this Plan prior to its substantial consummation.

**ARTICLE I.**

**RULES OF INTERPRETATION, COMPUTATION OF TIME AND DEFINED TERMS**

*A. Rules of Interpretation; Computation of Time*

For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender; (b) subject to the terms of the Restructuring Support Agreement, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced item shall be substantially in that form or substantially on those terms and conditions; (c) except as otherwise provided herein, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document shall mean as it may be amended, restated, modified or supplemented from time to time; (d) any reference to a Person or an Entity as a Holder of a Claim or an Equity Interest includes that Person’s or Entity’s respective successors and assigns; (e) unless otherwise specified, all references herein to “Articles,” “Sections,” “Exhibits” and “Plan Schedules” are references to Articles, Sections, Exhibits and Plan Schedules hereof or hereto; (f) unless otherwise stated, the words “herein,” “hereof,” “hereunder” and “hereto” refer to this Plan in its entirety rather than

to a particular portion of this Plan; (g) subject to the provisions of any contract, certificate of incorporation, by-law, instrument, release, indenture, or other agreement or document entered into in connection with this Plan and except as expressly provided in Article XII.D of this Plan, the rights and obligations arising pursuant to this Plan shall be governed by, and construed and enforced in accordance with the applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (h) except as otherwise specifically provided herein or the Restructuring Support Agreement, any provision in this Plan, the Exhibits and Plan Schedules hereto, and the Plan Supplement shall be in form and substance consistent in all respects with the Restructuring Support Agreement and subject to all consent and consultation rights of the parties thereto (as specified in the Restructuring Support Agreement) in all respects; (i) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (j) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply to this Plan; (k) references to a specific article, section, or subsection of any statute, rule, or regulation expressly referenced herein shall, unless otherwise specified, include any amendments to or successor provisions of such article, section, or subsection; (l) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (m) references to “shareholders,” “directors,” and/or “officers” shall also include “members” and/or “managers,” as applicable, as such terms are defined under the applicable state limited liability company laws; (n) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; and (o) the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words “without limitation.” Except as otherwise specifically provided in this Plan to the contrary, references in this Plan to “the Debtors” or to “the Reorganized Debtors” shall mean “the Debtors and the Reorganized Debtors,” as applicable, to the extent the context requires.

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to this Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

## *B. Defined Terms*

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form herein:

“*510(b) Equity Claim*” means any Claim subordinated pursuant to section 510(b) of the Bankruptcy Code.

“*Accredited Cash Opt-Out Noteholder*” means a Cash Opt-Out Noteholder who (a) is an “*accredited investor*” (within the meaning of Rule 501(a) under the Securities Act (as defined below)) or a “*qualified institutional buyer*” (within the meaning of Rule 144A of the Securities Act), and (b) holds at least \$1,000 in principal amount of Prepetition Notes.

“*Accrued Professional Compensation*” means, with respect to a particular Professional, an Administrative Claim of such Professional for compensation for services rendered or

reimbursement of costs, expenses or other charges incurred on or after the Petition Date and prior to and including the Effective Date.

*“Ad Hoc Noteholder Group”* means that certain ad hoc group of Holders of the Prepetition Notes represented by the Ad Hoc Noteholder Group Professionals.

*“Ad Hoc Noteholder Group Fees and Expenses”* means all unpaid reasonable and documented fees and out-of-pocket expenses of the Ad Hoc Noteholder Group Professionals incurred in connection with the Chapter 11 Cases or in furtherance of the Plan.

*“Ad Hoc Noteholder Group Professionals”* means, collectively, (a) Davis Polk & Wardwell LLP and Porter Hedges LLP, as legal counsel to the Ad Hoc Noteholder Group, (b) Evercore Group L.L.C., as financial advisor to the Ad Hoc Noteholder Group, and (c) any other advisors to the Ad Hoc Noteholder Group.

*“Administrative Claim”* means a Claim for costs and expenses of administration incurred during the Chapter 11 Cases that are Allowed under sections 503(b), 507(a)(2), 507(b) or 1114(e)(2) of the Bankruptcy Code, including, without limitation: (a) any actual and necessary costs and expenses incurred on or after the Petition Date and prior to and including the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) Professional Fee Claims and any other compensation for legal, financial, advisory, accounting, and other services and reimbursement of expenses Allowed by the Bankruptcy Court under sections 328, 330, 331 or 503(b) of the Bankruptcy Code to the extent incurred on or after the Petition Date and prior to and including the Effective Date; (c) all fees and charges assessed against the Estates under section 1930, chapter 123, of title 28, United States Code; (d) all requests for compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases Allowed pursuant to sections 503(b)(3), (4) and (5) of the Bankruptcy Code; and (e) the Cure Claim Amounts.

*“Affiliate”* means an “affiliate,” as defined in section 101(2) of the Bankruptcy Code; *provided*, that with respect to any Entity that is not a Debtor, the term “Affiliate” shall apply to such Entity as if such Entity were a Debtor.

*“Affiliate Debtor(s)”* means, individually or collectively, any Debtor or Debtors other than Parent.

*“Allowed”* means, with respect to a Claim or Equity Interest: (a) any Claim or Equity Interest as to which no objection to allowance has been interposed (either in the Bankruptcy Court or in the ordinary course of business) on or before the applicable time period fixed by applicable non-bankruptcy law or such other applicable period of limitation fixed by the Bankruptcy Code, the Bankruptcy Rules or the Bankruptcy Court, or as to which any objection has been determined by a Final Order, either before or after the Effective Date, to the extent such objection is determined in favor of the respective Holder; (b) any Claim or Equity Interest as to which the liability of the Debtors and the amount thereof are determined by a Final Order of a court of competent jurisdiction other than the Bankruptcy Court, either before or after the Effective Date; or (c) any Claim or Equity Interest expressly deemed Allowed by this Plan.



*“Amended/New Corporate Governance Documents”* means, as applicable, the amended and restated or new applicable corporate governance documents (including, without limitation, the bylaws, certificates of incorporation, LLC agreements, stockholders agreements, registration rights agreements and other governance documents, as applicable) of the Reorganized Debtors in substantially the form Filed with the Plan Supplement, which documents shall be acceptable to the Required Consenting Noteholders, in consultation with the Debtors, and consistent with the Restructuring Support Agreement.

*“Avoidance Actions”* means any and all actual or potential avoidance, recovery, subordination or similar actions or remedies that may be brought by and on behalf of the Debtors or their Estates under the Bankruptcy Code or applicable non-bankruptcy law, including, without limitation, actions or remedies arising under chapter 5 of the Bankruptcy Code or under similar local, state, federal or foreign statutes and common law, including fraudulent transfer, conveyance laws or similar laws.

*“Ballots”* means the ballots accompanying the Disclosure Statement upon which Holders of Impaired Claims entitled to vote shall, among other things, indicate their acceptance or rejection of this Plan in accordance with this Plan and the procedures governing the solicitation process, and which must be actually received by the Voting and Claims Agent on or before the Voting Deadline.

*“Bankruptcy Code”* means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time and as applicable to the Chapter 11 Cases.

*“Bankruptcy Court”* means the United States Bankruptcy Court for the Southern District of Texas, having jurisdiction over the Chapter 11 Cases and, to the extent of the withdrawal of any reference under section 157 of title 28 of the United States Code and/or the Order of the United States District Court for the Southern District of Texas pursuant to section 157(a) of title 28 of the United States Code, the United States District Court for the Southern District of Texas.

*“Bankruptcy Rules”* means the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, in each case as amended from time to time and as applicable to the Chapter 11 Cases.

*“Business Day”* means any day, other than a Saturday, Sunday or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

*“Cash”* means the legal tender of the United States of America or the equivalent thereof, including bank deposits, checks and cash equivalents, as applicable.

*“Cash Opt-Out Noteholder”* means a Holder of Prepetition Notes Claims that validly and timely elects on or before the Voting Deadline, in accordance with the instructions set forth on the Ballot provided to such Holder, to affirmatively opt-out of the Cash Payout and, in lieu of receiving its Pro Rata portion of the Cash Payout, (a) receive its Pro Rata portion of the New Common Stock and (b) become eligible to exercise its Subscription Rights, to the extent such Holder is an Accredited Cash Opt-Out Noteholder; *provided* that all Consenting Noteholders shall be Cash Opt-Out Noteholders.



“*Cash Payout*” means Cash in an aggregate amount equal to 2.00% of the principal due under the Prepetition Notes held by all Cash Payout Noteholders.

“*Cash Payout Noteholder*” means a Holder of Prepetition Notes Claims that is not a Cash Opt-Out Noteholder.

“*Causes of Action*” means any and all claims, causes of action (including Avoidance Actions), controversy, demands, right, lien, indemnity, guaranty, suit, loss, debt, damage, judgment, account, defense, remedy, power, privilege, proceeding, actions, suits, obligations, liabilities, cross-claims, counterclaims, offsets, or setoffs of any kind or character whatsoever, in each case whether known or unknown, contingent or non-contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, suspected or unsuspected, foreseen or unforeseen, direct or indirect, choate or inchoate, existing or hereafter arising, under statute, in contract, in tort, in law, or in equity, or pursuant to any other theory of law, federal or state, whether asserted or assertable directly or derivatively in law or equity or otherwise by way of claim, counterclaim, cross-claim, third party action, action for indemnity or contribution or otherwise, based in whole or in part upon any act or omission or other event occurring prior to the Petition Date or during the course of the Chapter 11 Cases, including through the Effective Date.

“*Chapter 11 Case(s)*” means (a) when used with reference to a particular Debtor, the case under chapter 11 of the Bankruptcy Code that shall be commenced by such Debtor in the Bankruptcy Court, and (b) when used with reference to all Debtors, the cases under chapter 11 of the Bankruptcy Code that shall be commenced by the Debtors in the Bankruptcy Court.

“*Claim*” means any “claim” (as defined in section 101(5) of the Bankruptcy Code) against any Debtor, whether or not assessed or Allowed.

“*Claims Register*” means the official register of Claims and Equity Interests maintained by the Voting and Claims Agent.

“*Class*” means a category of Holders of Claims or Equity Interests as set forth in Article III hereof pursuant to section 1122(a) of the Bankruptcy Code.

“*Collateral*” means any property or interest in property of the Debtors’ Estates that is subject to a valid and enforceable Lien to secure a Claim.

“*Committee*” means the official committee of unsecured creditors appointed in the Chapter 11 Cases, if any.

“*Confirmation*” means the occurrence of the Confirmation Date, subject to all conditions specified in Article IX of this Plan having been satisfied or waived pursuant to Article IX of this Plan.

“*Confirmation Date*” means the date on which the clerk of the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court in the Chapter 11 Cases.

“*Confirmation Hearing*” means the combined hearing held by the Bankruptcy Court pursuant to sections 105(d)(2)(B)(vi) and 1128 of the Bankruptcy Code and paragraph M of the

Procedures for Complex Cases in the Southern District of Texas to consider (a) final approval of the Disclosure Statement under sections 1125 and 1126(b) of the Bankruptcy Code and (b) confirmation of this Plan, as such hearing may be adjourned or continued from time to time with the consent of the Required Consenting Noteholders.

“*Confirmation Order*” means the order of the Bankruptcy Court (a) approving the Disclosure Statement on a final basis and (b) confirming this Plan pursuant to sections 1125, 1126(b) and 1129 of the Bankruptcy Code, which order shall be acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement.

“*Consenting Noteholders*” has the meaning set forth in the Restructuring Support Agreement.

“*Consummation*” means the occurrence of the Effective Date.

“*Cure Claim Amount*” has the meaning set forth in Article VI.B of this Plan.

“*D&O Liability Insurance Policies*” means all insurance policies (including, without limitation, the D&O Tail Policy, any general liability policies, any errors and omissions policies, and, in each case, any agreements, documents, or instruments related thereto) maintained by the Debtors as of the Effective Date for liabilities against any of the Debtors’ respective directors, managers, and officers.

“*D&O Tail Policy*” means the extension of any of the D&O Liability Insurance Policies for any period beyond the end of the policy period, and for claims based on conduct occurring prior to the Effective Date, including but not limited to that certain directors’ & officers’ liability insurance policy purchased by the Debtors on or about December 3, 2020.

“*Debtor Release*” has the meaning set forth in Article X.B hereof.

“*Debtor Releasing Parties*” has the meaning set forth in Article X.B hereof.

“*Delayed-Draw Term Loan Facility*” means that certain \$200,000,000 Delayed-Draw Term Loan Facility described in the Delayed-Draw Term Loan Commitment Letter.

“*Delayed-Draw Term Loan Commitment Letter*” means the commitment letter governing the Delayed-Draw Term Loan Facility and entered into by Parent and the Delayed-Draw Commitment Parties on September 30, 2020, as amended, supplemented or otherwise modified from time to time.

“*Delayed-Draw Commitment Parties*” means those Prepetition Noteholders that are parties to the Delayed-Draw Term Loan Commitment Letter and have agreed, pursuant to the Delayed-Draw Term Loan Commitment Letter, to provide the Delayed-Draw Term Loan Facility, each in its respective capacity as such.

“*DIP Agent*” means JPMorgan Chase Bank, N.A., or its duly appointed successor, in its capacity as administrative agent and collateral agent under the DIP Agreement.

“*DIP Agreement*” means that certain Senior Secured Debtor-In-Possession Credit Agreement, dated as of December [•], 2020, by and among the Debtors, the DIP Agent, and the DIP Lenders, as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof prior to the Effective Date.

“*DIP Contingent Obligations*” means all contingent obligations not due and payable under the DIP Documents on the Effective Date, including any and all indemnification and expense reimbursement obligations of the Debtors that are contingent as of the Effective Date.

“*DIP Documents*” means the “Loan Documents” as defined in the DIP Agreement, in each case as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof prior to the Effective Date.

“*DIP Facility Claims*” means any and all Claims arising from, under, or in connection with the DIP Agreement or any of the DIP Documents.

“*DIP Final Order*” means that certain *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection to Prepetition ABL Secured Parties, (V) Modifying Automatic Stay, and (VII) Granting Related Relief* entered by the Bankruptcy Court on [•], 2020 (Docket No. [•]), as amended, supplemented or modified from time to time.

“*DIP Interim Order*” means that certain *Interim Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection to Prepetition ABL Secured Parties, (V) Modifying Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* entered by the Bankruptcy Court on [•], 2020 (Docket No. [•]), as amended, supplemented or modified from time to time.

“*DIP Lenders*” means, collectively, the banks, financial, institutions, and other lenders party to the DIP Agreement from time to time, and each arranger, bookrunner, syndication agent, manager, and documentation agent party to the DIP Agreement from time to time.

“*DIP Liens*” means the Liens securing the payment of the DIP Super-Priority Claims.

“*DIP Orders*” means, collectively, the DIP Interim Order and the DIP Final Order.

“*DIP Required Lenders*” shall mean the “Required Lenders” as defined in the DIP Agreement.

“*DIP Super-Priority Claims*” means any and all Claims arising from, under, or in connection with the DIP Agreement or any other DIP Documents, including Claims for all principal amounts outstanding, interest, fees, expenses, costs, and other charges and all other “Obligations” as defined in the DIP Agreement.

“*Disclosure Statement*” means that certain *Disclosure Statement for the Joint Prepackaged Plan of Reorganization for Superior Energy Services, Inc. and its Affiliate Debtors under Chapter*

11 of the Bankruptcy Code, dated as of December 7, 2020 (as amended, supplemented, or modified from time to time and including all exhibits and schedules thereto and references therein that relate to this Plan and as approved by the Disclosure Statement Interim Order or Confirmation Order).

“*Disclosure Statement Interim Order*” means that certain Order (I) Conditionally Approving Disclosure Statement, (II) Scheduling Combined Hearing on (A) Adequacy Of Disclosure Statement and (B) Confirmation of Plan, (III) Establishing Deadline to Object to Disclosure Statement and Plan and Form of Notice Thereof, (IV) Approving Solicitation Procedures and Forms of Ballots and Notice of Non-Voting Status, (V) Conditionally Waiving Requirement of Filing Schedules and Statements and of Convening Section 341 Meeting of Creditors, and (IV) Granting Related Relief, entered by the Bankruptcy Court on [●], 2020 (Docket No. [●]), as amended, supplemented or modified from time to time, which, among other things, conditionally approves the Disclosure Statement, on an interim basis, and approves the Equity Rights Offering Procedures.

“*Disputed*” means any Claim or any portion thereof, that has not been Allowed, but has not been disallowed pursuant to this Plan or a Final Order of the Bankruptcy Court or other court of competent jurisdiction.

“*Distribution Agent*” means the Reorganized Debtors or any party designated by the Reorganized Debtors to serve as distribution agent under this Plan. For purposes of distributions under this Plan to the Holders of Allowed DIP Super-Priority Claims, Allowed Prepetition Credit Agreement Claims and Allowed Prepetition Notes Claims, the DIP Agent, the Prepetition Credit Agreement Agent, and the Prepetition Notes Indenture Trustee, respectively, shall be and shall act as the Distribution Agent.

“*Distribution Record Date*” means the date for determining which Holders of Claims and Equity Interests are eligible to receive distributions under this Plan, which date shall be the Effective Date or such other date acceptable to the Required Consenting Noteholders. The Distribution Record Date shall not apply to securities of the Debtors deposited with DTC, the holders of which shall receive a distribution in accordance with Article VII of this Plan and, as applicable, the customary procedures of DTC.

“*DTC*” means the Depository Trust Company.

“*Effective Date*” means the first Business Day on which the conditions specified in Article IX of this Plan have been satisfied or waived in accordance with the terms of Article IX.

“*Entity*” means an “entity” as defined in section 101(15) of the Bankruptcy Code.

“*Equity Interest*” means (a) any Equity Security or other ownership interest in any Debtor, including, without limitation, all issued, unissued, authorized or outstanding units, shares of stock and other ownership interests, together with (i) any options, warrants or contractual rights to purchase or acquire any such Equity Securities at any time with respect to any Debtor, and all rights arising with respect thereto and (ii) the rights of any Person or Entity to purchase or demand the issuance of any of the foregoing and shall include: (1) conversion, exchange, voting, participation, and dividend rights; (2) liquidation preferences; (3) options, warrants, and call and

put rights; (4) share-appreciation rights; and (5) all Unexercised Equity Interests, in each case, as in existence immediately prior to the Effective Date; and (b) any 510(b) Equity Claim, in each case, as in existence immediately prior to the Effective Date.

*“Equity Rights Offering”* means that certain offering of Subscription Rights exercisable solely by electing Accredited Cash Opt-Out Noteholders, to purchase the New Common Stock on a Pro Rata basis for up to an aggregate amount equal to the Equity Rights Offering Amount.

*“Equity Rights Offering Amount”* means an amount equal to the cash proceeds of the Equity Rights Offering, which amount shall not exceed the amount of the Cash Payout.

*“Equity Rights Offering Procedures”* means the procedures for the implementation of the Equity Rights Offering as approved in the Disclosure Statement Interim Order.

*“Equity Rights Offering Shares”* means the shares of New Common Stock issued pursuant to the Equity Rights Offering.

*“Equity Security”* means an “equity security” as defined in section 101(16) of the Bankruptcy Code.

*“Estate(s)”* means, individually, the estate of each of the Debtors and, collectively, the estates of all of the Debtors created under section 541 of the Bankruptcy Code.

*“Exchange Act”* means the Securities Exchange Act of 1934, 15 U.S.C. §§ 78a *et seq.*, as now in effect or hereafter amended, and any rules and regulations promulgated thereunder.

*“Excluded Parties”* means, collectively, (i) any director, officer, manager, or employee of the Debtors that did not serve in such capacity on or after the Restructuring Support Agreement Effective Date or (ii) any other entity named as a defendant in a pending suit by the Debtors.

*“Exculpated Parties”* means, collectively, in each case in their capacities as such:

- (a) the Debtors;
- (b) the Reorganized Debtors;
- (c) the Prepetition Credit Agreement Agent and the Prepetition Credit Agreement Lenders;
- (d) the DIP Agent;
- (e) the DIP Lenders;
- (f) the Prepetition Notes Indenture Trustee;
- (g) the Ad Hoc Noteholder Group and the members thereof;
- (h) the Consenting Noteholders;

- (i) the Delayed-Draw Commitment Parties;
- (j) the Distribution Agents;
- (k) each Exit Facility Agent;
- (l) the Exit Facility Lenders; and
- (m) with respect to each of the foregoing Persons and Entities in clauses (a) through (l), each such Person's and Entity's respective Related Persons, in each case solely in their capacity as such.

*"Exculpation"* means the exculpation provision set forth in Article X.E hereof.

*"Executory Contract"* means a contract to which any Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

*"Exhibit"* means an exhibit annexed to either this Plan or as an appendix to the Disclosure Statement (as such exhibits are amended, modified or otherwise supplemented from time to time).

*"Exit ABL Facility"* means a secured asset-based revolving credit facility, if any, entered into on the Effective Date in accordance with the Restructuring Documents and the Restructuring Support Agreement.

*"Exit DDTL Facility"* means a delayed-draw term loan facility up to \$200 million, if any, that may be provided by the Delayed-Draw Commitment Parties upon the terms and subject to the conditions of the Delayed-Draw Term Loan Commitment Letter and entered into on the Effective Date in accordance with the Restructuring Documents and the Delayed-Draw Term Loan Commitment Letter.

*"Exit Facility"* means any Exit ABL Facility and/or the Exit DDTL Facility, as applicable.

*"Exit Facility Agent"* means the administrative agent and collateral agent under any Exit Facility Credit Agreement, solely in its capacity as such.

*"Exit Facility Credit Agreement"* means each credit agreement in respect of the Exit Facility, in substantially the form as Filed, or consistent with a term sheet as Filed, with the Plan Supplement, the terms and conditions of which are acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement.

*"Exit Facility Lenders"* means the lenders under each Exit Facility Credit Agreement, solely in their respective capacities as such.

*"Exit Facility Loan Documents"* means each Exit Facility Credit Agreement and any other guarantee, security agreement, deed of trust, mortgage, and other documents (including UCC financing statements), contracts, and agreements entered into with respect to, or in connection with, the applicable Exit Facility Credit Agreement.



“*File*” or “*Filed*” or “*Filing*” means file, filed or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

“*Final Order*” means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the subject matter, as entered on the docket in any Chapter 11 Case or the docket of any court of competent jurisdiction, and as to which the time to appeal, or seek certiorari or move for a new trial, reargument, or rehearing has expired and no appeal or petition for certiorari or other proceedings for a new trial, reargument, or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be timely filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument, or rehearing shall have been denied, resulted in no stay pending appeal of such order, or has otherwise been dismissed with prejudice; provided, however, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order shall not preclude such order from being a Final Order.

“*General Unsecured Claim*” means any Claim that is not a/an: Administrative Claim; DIP Facility Claim; Professional Fee Claim; Priority Tax Claim; Secured Tax Claim; Other Priority Claim; Other Secured Claim; Intercompany Claim; Prepetition Debt Claim; or 510(b) Equity Claim.

“*Governmental Unit*” means a “governmental unit” as defined in section 101(27) of the Bankruptcy Code.

“*Holder*” means a Person or an Entity holding a Claim or Equity Interest, as the context requires.

“*Impaired*” means, when used in reference to a Claim or Equity Interest, a Claim or Equity Interest that is “impaired” within the meaning of section 1124 of the Bankruptcy Code.

“*Indemnification Provisions*” means, collectively, each of the provisions in place as of the Restructuring Support Agreement Effective Date (whether in bylaws, certificates of formation or incorporation, board resolutions, employment contracts or otherwise) whereby any Debtor agrees to indemnify, reimburse, provide contribution or advance fees and expenses to or for the benefit of, defend, exculpate, or limit the liability of, any Indemnified Party.

“*Indemnified Parties*” means each of the Debtors’ and their respective subsidiaries’ directors, officers, and managers in their respective capacities as such that served in such capacity on or after the Restructuring Support Agreement Effective Date and is not an Excluded Party.

“*Insurance and Surety Contracts*” means all insurance policies and all surety bonds and related agreements of indemnity that have been issued at any time to, or provide coverage to, any of the Debtors and all agreements, documents, or instruments relating thereto.

“*Intercompany Claim*” means any Claim against any of the Debtors held by another Debtor, other than an Administrative Claim.



*“Intercompany Equity Interest”* means direct and indirect Equity Interests in a Debtor (other than Parent) held by another Debtor.

*“Lien”* means a “lien” as defined in section 101(37) of the Bankruptcy Code, and, with respect to any property or asset, includes, without limitation, any mortgage, lien, pledge, charge, security interest or other encumbrance of any kind, or any other type of preferential arrangement that has the practical effect of creating a security interest, in respect of such property or asset.

*“Local Rules”* means the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Southern District of Texas.

*“New Board”* means the initial board of directors of Reorganized Parent to be put in place on and as of the Effective Date in accordance with the Restructuring Support Agreement. The members of the initial board of directors of Reorganized Parent, if known, shall be identified in the Plan Supplement.

*“New Common Stock”* means the new common stock of Reorganized Parent to be issued pursuant to this Plan and the Amended/New Corporate Governance Documents.

*“New Common Stock Pool”* means 100% of the New Common Stock issued and outstanding on the Effective Date. For the avoidance of doubt, from and after the Effective Date, the New Common Stock Pool shall be subject to dilution by the New MIP Equity.

*“New Management Incentive Plan”* has the meaning set forth in Article V.H of this Plan.

*“New MIP Equity”* means the New Common Stock or other equity interests issued from time to time pursuant to or in connection with the New Management Incentive Plan.

*“New Registration Rights Agreement”* means, if applicable, the registration rights agreement with respect to the New Common Stock, in substantially the form Filed with the Plan Supplement, which agreement shall contain terms and conditions which are acceptable to the Required Consenting Noteholders, in consultation with the Debtors.

*“New Stockholders Agreement”* means, if applicable, that certain stockholders agreement of Reorganized Parent, in substantially the form Filed with the Plan Supplement, which agreement shall contain terms and conditions acceptable to the Required Consenting Noteholders, in consultation with the Debtors.

*“Non-Debtor Releasing Parties”* means, collectively, in each case in their capacities as such:

- (a) the Prepetition Credit Agreement Agent and the Prepetition Credit Agreement Lenders;
- (b) the DIP Agent;
- (c) the DIP Lenders;

- (d) the Prepetition Notes Indenture Trustee;
- (e) the Ad Hoc Noteholder Group and the members thereof;
- (f) the Consenting Noteholders;
- (g) the Delayed-Draw Commitment Parties;
- (h) the Distribution Agents;
- (i) each Exit Facility Agent;
- (j) the Exit Facility Lenders;
- (k) those Holders of Claims presumed to accept this Plan that do not affirmatively opt out of the Third Party Release;
- (l) the Holders of Claims and Old Parent Interests that vote to accept this Plan;
- (m) the Releasing Old Parent Interestholders; and
- (n) the Prepetition Noteholders that are not Consenting Noteholders and do not affirmatively opt out of the Third Party Release.

“*Notice*” has the meaning set forth in Article XII.K of this Plan.

“*Notice of Non-Voting Status*” means that form of notice sent to Holders of Claims and Equity Interests in Classes 1-4, 8, 10 and 12 notifying them of, among other things, their non-voting status and providing them with the opportunity to opt out of the Third Party Releases.

“*Old Parent Interest*” means the Equity Interests in Parent, as in existence immediately prior to the Effective Date.

“*Other Priority Claim*” means any Claim accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim, an Administrative Claim or a DIP Facility Claim.

“*Other Secured Claim*” means any Secured Claim other than an Administrative Claim, Secured Tax Claim, DIP Facility Claim, or Prepetition Credit Agreement Claim.

“*Parent*” means Superior Energy Services, Inc., as a debtor-in-possession in these Chapter 11 Cases.

“*Parent GUC Recovery Cash Pool*” means Cash in the aggregate amount equal to \$125,000.

“*Parent Subsidiary*” means each direct and indirect, wholly-owned subsidiary of Parent.

“*Person*” means a “person” as defined in section 101(41) of the Bankruptcy Code and also includes any natural person, corporation, general or limited partnership, limited liability company, firm, trust, association, government, governmental agency or other Entity, whether acting in an individual, fiduciary or other capacity.

“*Petition Date*” means the date on which the Debtors commence the Chapter 11 Cases.

“*Plan*” means this *Joint Prepackaged Plan of Reorganization for Superior Energy Services, Inc. and its Affiliate Debtors under Chapter 11 of the Bankruptcy Code*, dated December 7, 2020, including the Exhibits and all supplements, appendices, and schedules thereto (including any appendices, exhibits, schedules, and supplements to this Plan that are contained in the Plan Supplement), either in its present form or as the same may be amended, supplemented, or modified from time to time.

“*Plan Objection Deadline*” means the date and time by which objections to Confirmation and Consummation of this Plan must be Filed with the Bankruptcy Court.

“*Plan Schedule*” means a schedule annexed to this Plan or an appendix to the Disclosure Statement (as amended, modified or otherwise supplemented from time to time).

“*Plan Securities*” has the meaning set forth in Article V.I of this Plan.

“*Plan Securities and Documents*” has the meaning set forth in Article V.I of this Plan.

“*Plan Supplement*” means, collectively, the compilation of term sheets, documents and forms of documents, and all exhibits, attachments, schedules, agreements, documents and instruments referred to therein, ancillary or otherwise, including, without limitation, the Exhibits and Plan Schedules, all of which are incorporated by reference into, and are an integral part of, this Plan, as all of the same may be amended, supplemented, or modified from time to time at any time prior to the Effective Date. The Plan Supplement shall be in form and substance reasonably acceptable to the Debtors and the Required Consenting Noteholders and shall be Filed initially with the Bankruptcy Court at least seven (7) days prior to the Confirmation Hearing.

“*Prepetition Credit Agreement*” means that certain Fifth Amended and Restated Credit Agreement, dated as of October 20, 2017, by and among SESI, L.L.C., as borrower, Parent, the Prepetition Credit Agreement Agent, and the Prepetition Credit Agreement Lenders, as amended, supplemented, or modified from time to time prior to the Petition Date.

“*Prepetition Credit Agreement Agent*” means JPMorgan Chase Bank, N.A., in its capacity as administrative agent under the Prepetition Credit Agreement.

“*Prepetition Credit Agreement Claims*” means any and all Claims arising from, under or in connection with the Prepetition Credit Agreement (including, without limitation, any and all “Rate Management Obligations,” “Specified Cash Management Obligations” and other “Obligations” as defined therein) or any other Prepetition Loan Document relating to the Prepetition Credit Agreement.

“*Prepetition Credit Agreement Lenders*” means the lenders party to the Prepetition Credit Agreement from time to time.

“*Prepetition Credit Agreement Liens*” means the Liens securing the Prepetition Credit Agreement Claims.

“*Prepetition Debt Claims*” means, collectively, the Prepetition Credit Agreement Claims and the Prepetition Notes Claims.

“*Prepetition Debt Documents*” means, collectively, the Prepetition Credit Agreement, the Prepetition Loan Documents, the Prepetition Notes and the Prepetition Notes Indentures.

“*Prepetition Loan Documents*” means the “Loan Documents” as defined in the Prepetition Credit Agreement, in each case as amended, supplemented, or modified from time to time prior to the Petition Date.

“*Prepetition Noteholders*” means, collectively, the record holders of and owners of beneficial interests in the Prepetition Notes.

“*Prepetition Notes*” means, collectively, those certain 7.125% senior unsecured notes due 2021 (the “**2021 Notes**”) and those certain 7.750% senior unsecured notes due 2024 (the “**2024 Notes**”) issued by SESI, L.L.C. pursuant to the applicable Prepetition Notes Indentures, in an aggregate principal amount of \$1.30 billion.

“*Prepetition Notes Claims*” means any and all Claims arising from, under, or in connection with the Prepetition Notes, the Prepetition Notes Indentures or any document or agreement related to the Prepetition Notes or the Prepetition Notes Indentures.

“*Prepetition Notes Indentures*” means, collectively, (a) that certain Indenture, dated as of December 6, 2011, by and among SESI, L.L.C., as issuer, each of the guarantors party thereto from time to time, the Prepetition Notes Indenture Trustee, and the Prepetition Noteholders party thereto from time to time, governing the issuance of the 2021 Notes, and (b) that certain Indenture, dated as of August 17, 2017, by and among SESI, L.L.C., as issuer, each of the guarantors party thereto from time to time, the Prepetition Notes Indenture Trustee, and the Prepetition Noteholders party thereto from time to time, governing the issuance of the 2024 Notes, in each case as amended, restated, modified, supplemented, or replaced from time to time prior to the Petition Date.

“*Prepetition Notes Indenture Trustee*” means The Bank of New York Mellon Trust Company, N.A., solely in its capacity as indenture trustee and in each other capacity for which it serves under or in connection with the Prepetition Notes Indentures; provided that if the context requires only certain of the foregoing capacities, then only in such capacity(ies).

“*Prepetition Notes Indenture Trustee Charging Lien*” means any Lien or other priority in payment arising prior to the Effective Date to which the Prepetition Notes Indenture Trustee is entitled, pursuant to the Prepetition Notes Indentures, against distributions to be made to Holders of Allowed Prepetition Notes Claims for payment of any Prepetition Notes Indenture Trustee Fees and Expenses.

“*Prepetition Notes Indenture Trustee Fees and Expenses*” means the reasonable and documented compensation, fees, expenses, disbursements and indemnity claims incurred by the Prepetition Notes Indenture Trustee, including without limitation, attorneys’ and agents’ fees, expenses and disbursements, incurred by the Prepetition Notes Indenture Trustee, whether prior to or after the Petition Date and whether prior to or after consummation of this Plan, in each case to the extent payable or reimbursable under the Prepetition Notes Indentures.

“*Priority Tax Claim*” means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

“*Pro Rata*” means the proportion that an Allowed Claim or Allowed Equity Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Equity Interests in such Class.

“*Professional*” means any Person or Entity retained by the Debtors or the Committee in the Chapter 11 Cases pursuant to section 327, 328, 363, and/or 1103 of the Bankruptcy Code (other than an ordinary course professional).

“*Professional Fee Claim*” means a Claim for Accrued Professional Compensation under sections 328, 330, 331, or 503 of the Bankruptcy Code.

“*Professional Fee Claim Reserve*” means the reserve established and maintained in an amount reasonably determined by the Reorganized Debtors, in consultation with the Required Consenting Noteholders, from Cash on hand existing immediately prior to the Effective Date to pay in full in Cash the Professional Fee Claims incurred on or prior to the Effective Date, as and when such claims become Allowed; provided, however, that the Required Consenting Noteholders shall have the right to challenge the reasonableness of any such amount.

“*Professional Fees Bar Date*” means the Business Day that is forty-five (45) days after the Effective Date or such other date as approved by Final Order of the Bankruptcy Court.

“*Regulation D*” means Regulation D promulgated under the Securities Act.

“*Regulation S*” means Regulation S promulgated under the Securities Act.

“*Related Persons*” means, with respect to any Person or Entity, such Person’s or Entity’s respective predecessors, successors, assigns and present and former Affiliates (whether by operation of law or otherwise) and subsidiaries, and each of their respective current and former officers, directors, principals, employees, shareholders, members (including *ex officio* members and managing members), managers, managed accounts or funds, management companies, fund advisors, advisory or subcommittee board members, partners, agents, financial advisors, attorneys, accountants, investment bankers, investment advisors, consultants, representatives, and other professionals, and any Person or Entity claiming by or through any of them, including such Related Persons’ respective heirs, executors, estates, servants, and nominees; provided, however, that no insurer of any Debtor shall constitute a Related Person.

“*Release*” means the release given by the Releasing Parties to the Released Parties as set forth in Article X.B hereof.

“*Released Party*” means, collectively:

- (a) the Debtors;
- (b) the Reorganized Debtors;
- (c) the Prepetition Credit Agreement Agent and the Prepetition Credit Agreement Lenders;
- (d) the DIP Agent;
- (e) the DIP Lenders;
- (f) the Prepetition Notes Indenture Trustee;
- (g) the Ad Hoc Noteholder Group and the members thereof in their capacities as such;
- (h) the Consenting Noteholders;
- (i) the Delayed-Draw Commitment Parties;
- (j) the Distribution Agents;
- (k) each Exit Facility Agent;
- (l) the Exit Facility Lenders;
- (m) the Releasing Old Parent Interestholders; and
- (n) with respect to each of the foregoing Persons and Entities in clauses (a) through (m), each such Person’s and Entity’s respective Related Persons, in each case solely in their capacity as such; provided, however, that the Released Parties shall not include any Excluded Parties.

“*Releasing Old Parent Interestholder*” means a Holder of an Old Parent Interest that does not affirmatively opt out of the Third Party Release, as provided on its Notice of Non-Voting Status.

“*Releasing Party*” has the meaning set forth in Article X.B hereof.

“*Reorganization Steps Overview*” means the description of the steps of the Restructuring Transactions, substantially in the form Filed with the Plan Supplement in form and substance reasonably acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement.

“*Reorganized Debtors*” means, subject to the Restructuring Transactions, the Debtors as reorganized pursuant to this Plan on or after the Effective Date, and their respective successors.



“*Reorganized Parent*” means, subject to the Restructuring Transactions, Superior Energy Services, Inc., as reorganized pursuant to this Plan on the Effective Date, and its successors.

“*Required Consenting Noteholders*” has the meaning set forth in the Restructuring Support Agreement.

“*Restructuring Documents*” means, collectively, the documents and agreements (and the exhibits, schedules, annexes and supplements thereto) necessary to implement, or entered into in connection with, this Plan, including, without limitation, the Plan Supplement, the Exhibits, the Plan Schedules, the Reorganization Steps Overview, the Equity Rights Offering Procedures, the Amended/New Corporate Governance Documents, the Exit Credit Agreements, and, in each case, all documents and agreements related thereto, all of which Restructuring Documents shall be in form and substance reasonably acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement.

“*Restructuring Support Agreement*” means that certain Amended and Restated Restructuring Support Agreement, dated as of December 4, 2020, by and among the Debtors and the Consenting Noteholders (as amended, supplemented or modified from time to time).

“*Restructuring Support Agreement Effective Date*” means September 29, 2020.

“*Restructuring Term Sheet*” means the term sheet attached as Exhibit A to the Restructuring Support Agreement.

“*Restructuring Transactions*” has the meaning ascribed thereto in Article V of this Plan.

“*Retained Litigation Claims*” means the claims, rights of action, suits or proceedings, whether in law, equity, or otherwise, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, that any Debtor or any Estate may hold against any Person or Entity, including, without limitation, the Causes of Action of the Debtors or their Estates, in each case solely to the extent of the Debtors’ or their Estates’ interest therein. A non-exclusive list of the Retained Litigation Claims held by the Debtors as of the Effective Date shall be Filed with the Plan Supplement, which shall be deemed to include any derivative actions filed against any Debtor as of the Effective Date.

“*Schedules*” means the schedules of assets and liabilities, schedules of Executory Contracts, and statement of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code and the applicable Bankruptcy Rules, as such Schedules may be amended, modified, or supplemented from time to time, if any such Schedules are required to be Filed by order of the Bankruptcy Court.

“*SEC*” means the U.S. Securities and Exchange Commission.

“*Secured Claim*” means a Claim that is secured by a Lien on property in which any of the Debtors’ Estates have an interest or that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the Claim holder’s interest in such Estate’s interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to



section 506(a) of the Bankruptcy Code or, in the case of setoff, pursuant to section 553 of the Bankruptcy Code.

“*Secured Tax Claim*” means any Secured Claim which, absent its secured status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code.

“*Securities Act*” means the Securities Act of 1933, 15 U.S.C. §§ 77c-77aa, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

“*Specified Employee Plans*” has the meaning set forth in Article VI.G of this Plan.

“*Stamp or Similar Tax*” means any stamp tax, recording tax, conveyance fee, intangible or similar tax, mortgage tax, personal or real property tax, real estate transfer tax, sales tax, use tax, transaction privilege tax (including, without limitation, such taxes on prime contracting and owner-builder sales), privilege taxes (including, without limitation, privilege taxes on construction contracting with regard to speculative builders and owner builders), and other similar taxes or fees imposed or assessed by any Governmental Unit.

“*Subscription Rights*” means the right to participate in the Equity Rights Offering as set forth in the Equity Rights Offering Procedures.

“*Third Party Release*” has the meaning set forth in Article X.B hereof.

“*Unexercised Equity Interests*” means any and all unexercised options, performance, stock units, restricted stock units, restricted stock awards, warrants, calls, rights, puts, awards, commitments, or any other agreements, arrangements, or commitments of any character, kind, or nature to acquire, exchange for, or convert into an Old Parent Interest, as in existence immediately prior to the Effective Date.

“*Unexpired Lease*” means a lease to which any Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

“*Unimpaired*” means, with respect to a Class of Claims or Equity Interests, a Claim or an Equity Interest that is “unimpaired” within the meaning of section 1124 of the Bankruptcy Code.

“*Unused Cash Reserve Amount*” means the remaining Cash, if any, in the Professional Fee Claim Reserve after all obligations and liabilities for which such reserve was established are paid, satisfied, and discharged in full in Cash or are disallowed by Final Order in accordance with this Plan.

“*Voting and Claims Agent*” means Kurtzman Carson Consultants LLC, in its capacity as solicitation, notice, claims and balloting agent for the Debtors.

“*Voting Classes*” means Classes 5, 6 and 7.

“*Voting Deadline*” means the date and time, as such date and time may be extended, by which all Ballots must be received by the Voting and Claims Agent in accordance with the Disclosure Statement Interim Order.

“*Voting Record Date*” means the date for determining which Holders of Claims in the Voting Classes are entitled, as applicable, to receive the Disclosure Statement and to vote to accept or reject this Plan, which date is December 3, 2020.

## ARTICLE II.

### ADMINISTRATIVE, DIP FACILITY, AND PRIORITY TAX CLAIMS

#### A. *Administrative Claims*

Subject to sub-paragraph 1 below, on the later of the Effective Date or the date on which an Administrative Claim becomes an Allowed Administrative Claim, or, in each such case, as soon as practicable thereafter, each Holder of an Allowed Administrative Claim (other than an Allowed Professional Fee Claim) shall receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim either (i) Cash equal to the amount of such Allowed Administrative Claim; or (ii) such other less favorable treatment as to which the Debtors (with the consent of the Required Consenting Noteholders) or Reorganized Debtors, as applicable, and the Holder of such Allowed Administrative Claim shall have agreed upon in writing; provided, however, that Administrative Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court.

##### 1. Professional Fee Claims

Professionals or other Entities asserting a Professional Fee Claim for services rendered before the Effective Date must File and serve on counsel to the Reorganized Debtors, counsel to the Ad Hoc Noteholder Group and such other Entities who are designated in the Confirmation Order an application for final allowance of such Professional Fee Claim no later than the Professional Fees Bar Date; provided that no application or notice to or order of the Bankruptcy Court shall be required in order for the Reorganized Debtors to pay Professionals for any work performed after the Effective Date, including those reasonable and documented fees and expenses incurred by Professionals in connection with the implementation and consummation of this Plan.

Objections to any Professional Fee Claim must be Filed and served on counsel to the Reorganized Debtors, counsel to the Ad Hoc Noteholder Group and the requesting party by no later than twenty-one (21) days after the Filing of the applicable final request for payment of the Professional Fee Claim. Each Holder of an Allowed Professional Fee Claim shall be paid in full in Cash by the Reorganized Debtors, first from the Professional Fee Claim Reserve, within five (5) Business Days after entry of the order approving such Allowed Professional Fee Claim. The Reorganized Debtors shall not commingle any funds contained in the Professional Fee Claim Reserve and shall use such funds to pay only the Professional Fee Claims, as and when allowed by order of the Bankruptcy Court. Notwithstanding anything to the contrary contained in this Plan, the failure of the Professional Fee Claim Reserve to satisfy in full the Professional Fee Claims shall not, in any way, operate or be construed as a cap or limitation on the amount of Professional Fee Claims due and payable by the Reorganized Debtors. The Professional Fee Claim Reserve shall be maintained in trust for the Professionals and shall not be considered property of the Debtors’ Estates; provided that the Reorganized Debtors shall have a reversionary interest in the

Unused Cash Reserve Amount. To the extent that funds held in the Professional Fee Claim Reserve do not or are unable to satisfy the full amount of the Allowed Professional Fee Claims, such Professionals shall have an Allowed Administrative Claim for any such deficiency, which shall be satisfied in full in Cash in accordance with Article II.A of this Plan.

*B. DIP Super-Priority Claims*

The DIP Super-Priority Claims shall be Allowed in the full amount due and owing under the DIP Documents, including all principal, accrued and accruing postpetition interest, costs, fees and expenses. On the Effective Date, the Allowed DIP Super-Priority Claims shall, in full satisfaction, settlement, discharge and release of, and in exchange for such the DIP Super-Priority Claims, be indefeasibly paid in full in Cash from the proceeds of each Exit Facility, and the DIP Liens shall be deemed discharged, released, and terminated for all purposes without further action of or by any Person or Entity, or shall be deemed by the Confirmation Order to continue so as to secure the Exit Facility, as the case may be; provided that the DIP Contingent Obligations shall survive the Effective Date on an unsecured basis and shall be paid by the Reorganized Debtors as and when due, provided further that any Allowed DIP Super-Priority Claims related to letters of credit issued and outstanding as of the Effective Date, or to cash management obligations or hedging obligations in existence on the Effective Date, may be deemed outstanding under the Exit ABL Facility or receive such other treatment as may be acceptable to the Debtors, the DIP Agent and the Required Consenting Noteholders.

*C. Priority Tax Claims*

Subject to Article VIII hereof, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Priority Tax Claim shall receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Priority Tax Claim, at the election of the Debtors or Reorganized Debtors, as applicable: (i) Cash equal to the amount of such Allowed Priority Tax Claim; (ii) such other less favorable treatment as to which the Debtors (with the consent of the Required Consenting Noteholders) or Reorganized Debtors, as applicable, and the Holder of such Allowed Priority Tax Claim have agreed upon in writing; (iii) such other treatment such that it shall not be Impaired pursuant to section 1124 of the Bankruptcy Code; or (iv) pursuant to and in accordance with sections 1129(a)(9)(C) and 1129(a)(9)(D) of the Bankruptcy Code, Cash in an aggregate amount of such Allowed Priority Tax Claim payable in regular installment payments over a period ending not more than five (5) years after the Petition Date, plus simple interest at the rate required by applicable non-bankruptcy law on any outstanding balance from the Effective Date, or such lesser rate as is agreed to in writing by a particular taxing authority and the Debtors or Reorganized Debtors, as applicable, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code; provided, however, that Priority Tax Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court. Any installment payments to be made under clause (iii) or (iv) above shall be made in equal quarterly Cash payments beginning on the Effective Date (or as soon as reasonably practicable thereafter), and continuing on a quarterly basis until payment in full of the applicable Allowed Priority Tax Claim.

### ARTICLE III.

#### CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS

##### A. Summary

This Plan constitutes a separate plan of reorganization for each Debtor. All Claims and Equity Interests, except Administrative Claims, DIP Super-Priority Claims, and Priority Tax Claims, are placed in the Classes set forth below. For all purposes under this Plan, each Class shall contain sub-Classes for each of the Debtors (*i.e.*, there shall be twelve (12) Classes for each Debtor); provided, that any Class that is vacant as to a particular Debtor shall be treated in accordance with Article III.D below.

The categories of Claims and Equity Interests listed below classify Claims and Equity Interests for all purposes, including, without limitation, for voting, confirmation and distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. This Plan deems a Claim or Equity Interest to be classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remaining portion of such Claim or Equity Interest qualifies within the description of such different Class. A Claim or Equity Interest is in a particular Class only to the extent that any such Claim or Equity Interest is Allowed in that Class and has not been paid, released, disallowed or otherwise settled prior to the Effective Date.

##### Summary of Classification and Treatment of Classified Claims and Equity Interests

<u>Class</u>	<u>Claim/Equity Interest</u>	<u>Status</u>	<u>Voting Rights</u>
1.	Other Priority Claims	Unimpaired	Presumed to Accept
2.	Other Secured Claims	Unimpaired	Presumed to Accept
3.	Secured Tax Claims	Unimpaired	Presumed to Accept
4.	Prepetition Credit Agreement Claims	Unimpaired	Presumed to Accept
5.	<b><i>Prepetition Notes Claims Against Parent</i></b>	<b><i>Impaired</i></b>	<b><i>Entitled to Vote</i></b>
6.	<b><i>General Unsecured Claims Against Parent</i></b>	<b><i>Impaired</i></b>	<b><i>Entitled to Vote</i></b>
7.	<b><i>Prepetition Notes Claims Against Affiliate Debtors</i></b>	<b><i>Impaired</i></b>	<b><i>Entitled to Vote</i></b>
8.	General Unsecured Claims Against Affiliate Debtors	Unimpaired	Presumed to Accept

Class	Claim/Equity Interest	Status	Voting Rights
9.	Intercompany Claims	Unimpaired	Presumed to Accept
10.	Old Parent Interests	Impaired	Deemed to Reject
11.	Intercompany Equity Interests	Unimpaired	Presumed to Accept
12.	510(b) Equity Claims	Impaired	Deemed to Reject

*B. Classification and Treatment of Claims and Equity Interests*

1. Class 1 - Other Priority Claims

- (a) *Classification:* Class 1 consists of the Other Priority Claims.
- (b) *Treatment:* Subject to Article VIII hereof, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Class 1 Claim shall receive in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 1 Claim, at the election of the Debtors or Reorganized Debtors, as applicable (with the consent of the Required Consenting Noteholders): (A) Cash equal to the amount of such Allowed Class 1 Claim; (B) such other less favorable treatment as to which the Debtors or Reorganized Debtors, as applicable, and the Holder of such Allowed Class 1 Claim shall have agreed upon in writing; or (C) such other treatment such that it shall not be impaired pursuant to section 1124 of the Bankruptcy Code; provided, however, that Class 1 Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with the terms and conditions of any agreements relating thereto without further notice to or order of the Bankruptcy Court.
- (c) *Voting:* Class 1 is an Unimpaired Class, and the Holders of Claims in Class 1 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 1 are not entitled to vote to accept or reject this Plan. Holders of Claims in Class 1 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting-out of the Third Party Releases.

2. Class 2 - Other Secured Claims

- (a) *Classification:* Class 2 consists of the Other Secured Claims. Class 2 consists of separate subclasses for each Other Secured Claim.

- (b) *Treatment:* Subject to Article VIII hereof, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Class 2 Claim shall receive in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 2 Claim, at the election of the Debtors or Reorganized Debtors, as applicable (with the consent of the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement): (A) Cash equal to the amount of such Allowed Class 2 Claim; (B) such other less favorable treatment as to which the Debtors or Reorganized Debtors, as applicable, and the Holder of such Allowed Class 2 Claim shall have agreed upon in writing; (C) the Collateral securing such Allowed Class 2 Claim; or (D) such other treatment such that it shall not be impaired pursuant to section 1124 of the Bankruptcy Code; provided, however, that Class 2 Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with the terms and conditions of any agreements relating thereto without further notice to or order of the Bankruptcy Court.
- (c) *Voting:* Class 2 is an Unimpaired Class, and the Holders of Claims in Class 2 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 2 are not entitled to vote to accept or reject this Plan. Holders of Claims in Class 2 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting-out of the Third Party Releases.

### 3. Class 3 - Secured Tax Claims

- (a) *Classification:* Class 3 consists of the Secured Tax Claims.
- (b) *Treatment:* Subject to Article VIII hereof, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Class 3 Claim shall receive in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 3 Claim, at the election of the Debtors or Reorganized Debtors, as applicable (with the consent of the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement): (A) Cash equal to the amount of such Allowed Class 3 Claim; (B) such other less favorable treatment as to which the Debtors or Reorganized Debtors, as applicable, and the Holder of such Allowed Class 3 Claim shall have agreed upon in writing; (C) the Collateral securing such Allowed Class 3 Claim; (D) such other treatment such that it shall not be impaired pursuant to section 1124 of the Bankruptcy Code; or (E) pursuant to and in accordance with sections 1129(a)(9)(C) and 1129(a)(9)(D) of the Bankruptcy Code, Cash in an aggregate amount of such Allowed Class 3 Claim payable in regular installment payments over a period ending not more than five (5) years after the Petition Date, plus simple interest at the rate required by applicable non-bankruptcy law on any



outstanding balance from the Effective Date, or such lesser rate as is agreed to in writing by a particular taxing authority and the Debtors or Reorganized Debtors, as applicable, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code; provided, however, that Class 3 Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court. Any installment payments to be made under clause (D) or (E) above shall be made in equal quarterly Cash payments beginning on the Effective Date (or as soon as reasonably practicable thereafter), and continuing on a quarterly basis until payment in full of the applicable Allowed Class 3 Claim.

- (c) *Voting:* Class 3 is an Unimpaired Class, and the Holders of Claims in Class 3 shall be conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Claims in Class 3 are not entitled to vote to accept or reject this Plan. Holders of Claims in Class 3 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases.

#### 4. Class 4 – Prepetition Credit Agreement Claims

- (a) *Classification:* Class 4 consists of the Prepetition Credit Agreement Claims.
- (b) *Allowance:* The Prepetition Credit Agreement Claims are deemed Allowed in the aggregate principal amount of \$47,357,275, plus accrued and unpaid interest thereon.
- (c) *Treatment:* On the Effective Date, the Allowed Prepetition Credit Agreement Claims, other than Prepetition Credit Agreement Claims related to any outstanding letters of credit, shall, in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Claims, be indefeasibly paid in full in Cash. To the extent any Prepetition Credit Agreement Claims related to letters of credit issued and outstanding, cash management obligations, or hedging obligations, in each case, as of the Effective Date under the Prepetition Credit Agreement, have not been deemed outstanding under the DIP Facility pursuant to the DIP Orders, such Claims shall in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Claims either be (i) in the case of Claims in respect of letters of credit, 105% cash collateralized, (ii) be deemed outstanding under the Exit ABL Facility, or (iii) receive such other treatment as may be acceptable to the Debtors, the Prepetition Credit Agreement Agent, the Issuing Lenders if applicable (as defined in the Prepetition Credit Agreement) and the Required Consenting Noteholders.



- (d) *Voting:* Class 4 is an Unimpaired Class, and the Holders of Claims in Class 4 shall be conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Claims in Class 4 are not entitled to vote to accept or reject this Plan. Holders of Claims in Class 4 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases

#### 5. Class 5 – Prepetition Notes Claims Against Parent

- (a) *Classification:* Class 5 consists of the Prepetition Notes Claims against Parent only.
- (b) *Allowance:* The Prepetition Notes Claims against Parent are deemed Allowed in the aggregate principal amount of \$1.30 billion, plus accrued and unpaid interest thereon, consisting of:
  - (i) \$800 million in aggregate principal amount, plus accrued and unpaid interest on account of the 2021 Notes; and
  - (ii) \$500 million in aggregate principal amount, plus accrued and unpaid interest on account of the 2024 Notes.
- (c) *Treatment:* On, or as soon as reasonably practicable after, the Effective Date, each Holder of an Allowed Prepetition Notes Claim against Parent shall receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim, its Pro Rata share (calculated together with the Claims in Class 6) of the Parent GUC Recovery Cash Pool; *provided* that the Holders of the Prepetition Notes Claims against Parent shall waive any distribution from the Parent GUC Recovery Cash Pool.
- (d) *Voting:* Class 5 is Impaired, and Holders of Claims in Class 5 are entitled to vote to accept or reject this Plan.

***The foregoing is offered to Class 5 solely for settlement purposes under Rule 408 of the Federal Rules of Evidence and analogous state law, and such settlement is conditioned on the Bankruptcy Court confirming this Plan and the occurrence of the Effective Date.***

#### 6. Class 6 – General Unsecured Claims Against Parent

- (a) *Classification:* Class 6 consists of the General Unsecured Claims against Parent only.
- (b) *Treatment:* Subject to Article VIII hereof, on, or as soon as reasonably practicable after, the Effective Date, each Holder of an Allowed General Unsecured Claim against Parent shall receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim, its Pro Rata share (calculated together with the Claims in Class 5) of the Parent GUC Recovery Cash Pool.

- (c) *Voting:* Class 6 is Impaired, and Holders of Claims in Class 6 are entitled to vote to accept or reject this Plan.

***The foregoing is offered to Class 6 solely for settlement purposes under Rule 408 of the Federal Rules of Evidence and analogous state law, and such settlement is conditioned on the Bankruptcy Court confirming this Plan and the occurrence of the Effective Date.***

7. Class 7 - Prepetition Notes Claims Against Affiliate Debtors

- (a) *Classification:* Class 7 consists of the Prepetition Notes Claims against any Affiliate Debtor.
- (b) *Allowance:* The Prepetition Notes Claims against any Affiliate Debtor are deemed Allowed in the aggregate principal amount of \$1.30 billion, plus accrued and unpaid interest thereon, consisting of:
- (i) \$800 million in aggregate principal amount, plus accrued and unpaid interest on account of the 2021 Notes; and
  - (ii) \$500 million in aggregate principal amount, plus accrued and unpaid interest on account of the 2024 Notes.
- (c) *Treatment:* On the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Prepetition Notes Claim against any Affiliate Debtor shall receive, in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Claim, its Pro Rata share of:
- (i) the Cash Payout, or
  - (ii) solely to the extent that such Holder timely and validly elects to be a Cash Opt-Out Noteholder on the Ballot provided to such Holder or is otherwise deemed to be a Cash Opt-Out Noteholder, (A) 100% of the New Common Stock Pool, subject to dilution from and after the Effective Date on account of the New MIP Equity, and (B), to the extent such Holder is an Accredited Cash Opt-Out Noteholder, Subscription Rights.

In order to opt out of the Cash Payout with respect to all or any portion of its Allowed Prepetition Notes Claim, such applicable Prepetition Noteholder will be required to tender the underlying Prepetition Notes into a contra-CUSIP pursuant to DTC's ATOP procedures at the time such Holder submits its Ballot, and Prepetition Notes that are tendered into the contra-CUSIP may no longer be transferable.

Notwithstanding anything to the contrary herein, the Cash Payout is contingent upon the consummation of the Equity Rights Offering, and in the event that the Equity Rights Offering is not consummated, no Cash

Payout will be distributed to any Holder of an Allowed Prepetition Notes Claim and each Holder of Allowed Prepetition Notes Claims shall receive the distribution set forth in subsection (ii) above, regardless of whether such Holder timely and validly elected to be a Cash Opt-Out Noteholder.

*Voting:* Class 7 is Impaired, and Holders of Claims in Class 7 are entitled to vote to accept or reject this Plan.

8. Class 8 – General Unsecured Claims Against Affiliate Debtors

- (a) *Classification:* Class 8 consists of the General Unsecured Claims against any Affiliate Debtor.
- (b) *Treatment:* The legal, equitable, and contractual rights of the holders of General Unsecured Claims against any Affiliate Debtor are unaltered by this Plan. Except to the extent that a holder of a General Unsecured Claim against any Affiliate Debtor agrees to a different treatment, on and after the Effective Date, the Debtors shall continue to pay (if Allowed) or dispute each General Unsecured Claim against any Affiliate Debtor in the ordinary course of business in accordance with applicable law.
- (c) *Voting:* Class 8 is an Unimpaired Class, and the Holders of Claims in Class 8 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 8 are not entitled to vote to accept or reject this Plan. Holders of Claims in Class 8 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases.

9. Class 9 – Intercompany Claims

- (a) *Classification:* Class 9 consists of the Intercompany Claims.
- (b) *Treatment:* Subject to the Restructuring Transactions, the Intercompany Claims shall be adjusted, reinstated, compromised, or cancelled in such manner as is acceptable to the Required Consenting Noteholders, in consultation with the Debtors.
- (c) *Voting:* Class 9 is an Unimpaired Class and the Holders of Claims in Class 9 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 9 are not entitled to vote to accept or reject this Plan.

#### 10. Class 10 – Old Parent Interests

- (a) *Classification:* Class 10 consists of the Old Parent Interests.
- (b) *Treatment:* The Old Parent Interests shall be discharged and terminated on and as of the Effective Date without any distribution or retaining any property on account of such Equity Interests.
- (c) *Voting:* Class 10 is an Impaired Class and the Holders of Old Parent Interests in Class 10 are conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, the Holders of Old Parent Interests in Class 10 are not entitled to vote to accept or reject this Plan. Holders of Old Parent Interests in Class 10 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases.

#### 11. Class 11 – Intercompany Equity Interests

- (a) *Classification:* Class 11 consists of Intercompany Equity Interests.
- (b) *Treatment:* Subject to the Restructuring Transactions, the Intercompany Equity Interests shall remain effective and outstanding on the Effective Date and shall be owned and held by the same applicable Person or Entity that held and/or owned such Intercompany Equity Interests immediately prior to the Effective Date.
- (c) *Voting:* Class 11 is an Unimpaired Class and the Holders of Equity Interests in Class 11 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Equity Interests in Class 11 are not entitled to vote to accept or reject this Plan.

#### 12. Class 12 – 510(b) Equity Claims

- (a) *Classification:* Class 12 consists of the 510(b) Equity Claims.
- (b) *Treatment:* The 510(b) Equity Claims shall be discharged and terminated on and as of the Effective Date without any distribution or retaining any property on account of such Claims.
- (c) *Voting:* Class 12 is an Impaired Class and the Holders of Claims in Class 12 are conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 12 are not entitled to vote to accept or reject this Plan. Holders of Claims in Class 12 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases.

#### C. *Special Provision Governing Unimpaired Claims*

Except as otherwise provided herein, nothing under this Plan shall affect or limit the Debtors' or the Reorganized Debtors' rights and defenses (whether legal or equitable) in respect of any Unimpaired Claims, including, without limitation, all rights in respect of legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claims.

*D. Elimination of Vacant Classes*

Any Class of Claims that is not occupied as of the commencement of the Confirmation Hearing by an Allowed Claim or a claim temporarily allowed under Bankruptcy Rule 3018, or as to which no vote is cast, shall be deemed eliminated from this Plan for purposes of voting to accept or reject this Plan and for purposes of determining acceptance or rejection of this Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

**ARTICLE IV.**

**ACCEPTANCE OR REJECTION OF THE PLAN**

*A. Presumed Acceptance of Plan*

Classes 1-4, 8, 9 and 11 are Unimpaired under this Plan. Therefore, the Holders of Claims or Equity Interests in such Classes are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code and are not entitled to vote to accept or reject this Plan.

*B. Deemed Rejection of Plan*

Classes 10 and 12 are Impaired and Holders of Old Parent Interests and 510(b) Equity Claims in Classes 10 and 12, respectively, are not entitled to receive or retain any property under this Plan. Accordingly, under section 1126(g) of the Bankruptcy Code, the votes of Holders of Old Parent Interests and 510(b) Equity Claims shall not be solicited, and such Holders are deemed to reject this Plan.

*C. Voting Classes*

Classes 5, 6, and 7 are Impaired and entitled to vote under this Plan. The Holders of Claims in Classes 5, 6 and 7 as of the Voting Record Date are entitled to vote to accept or reject this Plan.

*D. Acceptance by Impaired Class of Claims*

Pursuant to section 1126(c) of the Bankruptcy Code and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims has accepted this Plan if the Holders of at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Allowed Claims in such Class actually voting have voted to accept this Plan.

*E. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code; Cram Down*

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of this Plan by Class 5 or Class 7. The Debtors request confirmation of this Plan under section 1129(b) of the Bankruptcy Code with respect to any Impaired Class that does not accept this Plan pursuant to section 1126 of the Bankruptcy Code. The Debtors reserve the right,

in accordance with the terms of the Restructuring Support Agreement, to modify this Plan or any Exhibit or Plan Schedule in order to satisfy the requirements of section 1129(b) of the Bankruptcy Code, if necessary.

*F. Votes Solicited in Good Faith*

The Debtors have, and upon the Confirmation Date shall be deemed to have, solicited votes on this Plan from the Voting Classes in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including, without limitation, sections 1125 and 1126 of the Bankruptcy Code, and any applicable non-bankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with the solicitation. Accordingly, the Debtors, the Reorganized Debtors, and each of their respective Related Parties shall be entitled to, and upon the Confirmation Date are hereby granted, the protections of section 1125(e) of the Bankruptcy Code.

## ARTICLE V.

### MEANS FOR IMPLEMENTATION OF THE PLAN

*A. Restructuring Transactions*

Without limiting any rights and remedies of the Debtors or Reorganized Debtors under this Plan or applicable law, but in all cases subject to the terms and conditions of the Restructuring Support Agreement and the Restructuring Documents and any consents or approvals required thereunder, the entry of the Confirmation Order shall constitute authorization for the Reorganized Debtors to take, or to cause to be taken, all reasonable actions necessary or appropriate to consummate and implement the provisions of this Plan, including but not limited to the actions set forth in the Reorganization Steps Overview, on and after the Confirmation Date, including such reasonable actions set forth in the Reorganization Steps Overview as may be necessary or appropriate to effectuate a corporate restructuring of their respective businesses, to otherwise simplify the overall corporate structure of the Reorganized Debtors, or to reincorporate certain of the Debtors under the laws of jurisdictions other than the laws of which the applicable Debtors are presently formed or incorporated. Such restructuring may include one or more mergers, amalgamations, consolidations, restructures, dispositions, liquidations, dissolutions, or creations of one or more new Entities, as may be reasonably determined by the Debtors or Reorganized Debtors to be necessary or appropriate (with the consent of the Required Consenting Noteholders), set forth in the steps described in the Reorganization Steps Overview, but in all cases subject to the terms and conditions of this Plan, the Restructuring Documents, the Restructuring Support Agreement, and any consents or approvals required hereunder or thereunder (collectively, the **“Restructuring Transactions”**).

All such Restructuring Transactions taken, or caused to be taken, shall be deemed to have been authorized and approved by the Bankruptcy Court upon the entry of the Confirmation Order. The actions to effectuate the Restructuring Transactions may include: (i) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, disposition, liquidation, or dissolution containing terms that are consistent with the terms of this Plan and that satisfy the applicable requirements of applicable state law and such other terms to which the applicable Entities may agree; (ii) the execution and delivery of



appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, duty, or obligation on terms consistent with the terms of this Plan and having such other terms to which the applicable Entities may agree; (iii) the filing of appropriate certificates or articles of merger, amalgamation, consolidation, or dissolution pursuant to applicable state law; (iv) the creation of one or more new Entities; and (v) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable state law in connection with such transactions, in each case in form and substance reasonably acceptable to the Required Consenting Noteholders and to the extent necessary to implement this Plan or as set forth in the Reorganization Steps Overview, and in all cases subject to the terms and conditions of the Restructuring Support Agreement, this Plan and the Restructuring Documents and any consents or approvals required thereunder.

*B. Continued Corporate Existence*

Subject to the Restructuring Transactions permitted by Article V of this Plan, after the Effective Date, the Reorganized Debtors shall continue to exist as separate legal Entities in accordance with the applicable law in the respective jurisdiction in which they are incorporated or formed and pursuant to their respective certificates or articles of incorporation and by-laws, or other applicable corporate governance documents, in effect immediately prior to the Effective Date, except to the extent such certificates or articles of incorporation and by-laws, or other applicable corporate governance documents, are amended, restated or otherwise modified under this Plan (subject to such amendment, restatement, or replacement being in accordance with applicable law of the Debtor's jurisdiction of incorporation), including pursuant to the Amended/New Corporate Governance Documents, in each case in form and substance reasonably acceptable to the Required Consenting Noteholders. Notwithstanding anything to the contrary herein, the Claims against a particular Debtor or Reorganized Debtor shall remain the obligations solely of such Debtor or Reorganized Debtor and shall not become obligations of any other Debtor or Reorganized Debtor solely by virtue of this Plan or the Chapter 11 Cases.

*C. Vesting of Assets in the Reorganized Debtors Free and Clear of Liens and Claims*

Except as otherwise expressly provided in this Plan, the Confirmation Order, or any Restructuring Document, pursuant to sections 1123(a)(5), 1123(b)(3), 1141(b) and (c) and other applicable provisions of the Bankruptcy Code, on and after the Effective Date, all property and assets of the Estates of the Debtors, including all claims, rights, and Retained Litigation Claims of the Debtors, and any other assets or property acquired by the Debtors or the Reorganized Debtors during the Chapter 11 Cases or under or in connection with this Plan (other than the Claims or Causes of Action subject to the Debtor Release, Professional Fee Claim Reserve and any rejected Executory Contracts and/or Unexpired Leases), shall vest in each of the Reorganized Debtors free and clear of all Claims, Liens, charges, and other encumbrances, subject to the Liens which survive the occurrence of the Effective Date as described in Article III of this Plan (including, without limitation, the Liens that secure the Exit Facilities). On and after the Effective Date, each of the Reorganized Debtors may (i) operate their respective businesses, (ii) use, acquire, and dispose of their respective property and (iii) compromise or settle any Claims, in each case without notice to, supervision of or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, other than restrictions expressly imposed by this Plan or the Confirmation Order.



*D. Exit Facility Loan Documents*

On the Effective Date, the Debtors and the Reorganized Debtors, as applicable, shall be authorized to execute and deliver, and to consummate the transactions contemplated by, the Exit Facility Loan Documents, in each case in form and substance acceptable to the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement and, in the case of an Exit DDTL Facility, the Delayed-Draw Term Loan Commitment Letter and to the applicable Exit Facility Lenders and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity (other than as expressly required by the applicable Exit Facility Loan Documents or as set forth as conditions precedent in the DIP Facility). On the Effective Date, each Exit Facility Loan Document shall constitute legal, valid, binding and authorized indebtedness and obligations of the Reorganized Debtors party thereto, enforceable in accordance with its respective terms and such indebtedness and obligations shall not be, and shall not be deemed to be, enjoined or subject to discharge, impairment, release or avoidance under this Plan, the Confirmation Order or on account of the Confirmation or Consummation of this Plan.

*E. New Common Stock; Book Entry*

On the Effective Date, subject to the terms and conditions of this Plan and the Restructuring Transactions and as described more fully in the Reorganization Steps Overview, Reorganized Parent shall issue the New Common Stock pursuant to this Plan and the Amended/New Corporate Governance Documents. For the avoidance of doubt, no distributions shall be made to Holders of Unexercised Equity Interests under this Plan, and any such Unexercised Equity Interests shall be deemed automatically terminated and cancelled as of the Effective Date.

Distributions of the New Common Stock may be made by delivery or book-entry transfer thereof by the applicable Distribution Agent in accordance with this Plan and the Amended/New Corporate Governance Documents. Upon the Effective Date, after giving effect to the transactions contemplated hereby, the authorized share capital or other equity securities of Reorganized Parent shall be that number of shares of New Common Stock as may be designated in the Amended/New Corporate Governance Documents.

*F. Listing of New Securities; SEC Reporting*

Prior to the Effective Date, the Required Consenting Noteholders shall determine, in consultation with the Debtors, whether to list the New Common Stock for trading on the New York Stock Exchange, the NASDAQ Capital Market, the NASDAQ Global Market, or any other national securities exchange selected by the Required Consenting Noteholders and reasonably acceptable to the Debtors, with such listing, if any, to be effective on, or as soon as reasonably practicable after, the Effective Date.

The Required Consenting Noteholders, in consultation with the Debtors, shall determine whether the Reorganized Debtors shall maintain their current status and continue as a public reporting company under applicable U.S. securities laws and shall continue to file annual, quarterly and current reports in accordance with the Exchange Act, as amended, and the rules and regulations promulgated thereunder.

*G. New Stockholders Agreement; New Registration Rights Agreement*

Subject to the Restructuring Transactions permitted by Article V.A of this Plan, on the Effective Date, Reorganized Parent shall enter into, if applicable, the New Stockholders Agreement and, if applicable, the New Registration Rights Agreement, each of which shall become effective and binding in accordance with its terms and conditions upon the parties thereto, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity (other than as expressly required by the New Stockholders Agreement and the New Registration Rights Agreement, as applicable).

On and as of the Effective Date, all of the Holders of New Common Stock shall be deemed to be parties to the New Stockholders Agreement, if any, without the need for execution by such Holder. The New Stockholders Agreement, if any, shall be binding on all Persons or Entities receiving, and all Holders of, the New Common Stock (and their respective successors and assigns), whether such New Common Stock is received or to be received on or after the Effective Date and regardless of whether such Person or Entity executes or delivers a signature page to the New Stockholders Agreement.

*H. New Management Incentive Plan*

The New Board shall be authorized to implement a management incentive plan (the “**New Management Incentive Plan**”) that provides for the issuance of options and/or other equity-based compensation to the management and directors of Reorganized Parent. Up to ten percent (10%) of the New Common Stock, on a fully diluted basis, shall be reserved for issuance in connection with the New Management Incentive Plan, with the actual amount to be reserved as determined by the New Board. The participants in the New Management Incentive Plan, the allocations and form of the options and other equity-based compensation to such participants (including the amount of allocations and the timing of the grant of the options and other equity-based compensation), and the terms and conditions of such options and other equity-based compensation (including vesting, exercise prices, base values, hurdles, forfeiture, repurchase rights and transferability) shall be determined by the New Board. Any shares of New MIP Equity shall dilute equally the shares of New Common Stock otherwise distributed pursuant to this Plan (including, without limitation, pursuant to or in connection with the Equity Rights Offering).

Notwithstanding the foregoing, (i) the New Board shall retain a compensation consultant acceptable to the Required Consenting Noteholders prior to the Effective Date to advise them regarding the development of the New Management Incentive Plan and (ii) the New Management Incentive Plan shall be adopted by the New Board within one-hundred twenty (120) days after the Effective Date.

I. *[Intentionally Deleted]*

J. *Plan Securities and Related Documentation; Exemption from Securities Laws*

On and after the Effective Date, the Debtors and the Reorganized Debtors, as applicable, are authorized to and shall provide or issue the New Common Stock to be distributed and issued under this Plan (collectively, the “**Plan Securities**”) and any and all other notes, stock, instruments, certificates, and other documents or agreements required to be distributed, issued, executed or delivered pursuant to or in connection with this Plan (collectively, the “**Plan Securities and Documents**”), in each case in form and substance acceptable to the Required Consenting Noteholders, and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity.

The offer, distribution, and issuance, as applicable, of the Plan Securities and Documents under this Plan (including New Common Stock issued in connection with the Equity Rights Offering) shall be exempt from or not subject to, or shall be effected in a manner that is exempt from or not subject to, any registration or prospectus delivery requirements under applicable securities laws (including, as applicable, Section 5 of the Securities Act or any other federal, state or local law or regulation requiring the registration and/or delivery of a prospectus for offer or sale of a security or registration or licensing of an issuer of a security) pursuant to section 1145(a) of the Bankruptcy Code and/or other applicable exemptions; provided, however, that New Common Stock issued to Cash Opt-Out Noteholders in the Equity Rights Offering pursuant to Article V of this Plan will be issued and distributed pursuant to section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder. An offering of Plan Securities provided in reliance on the exemption from registration under the Securities Act pursuant to section 1145(a) of the Bankruptcy Code may be sold without registration under such laws or regulations to the extent permitted under section 1145 of the Bankruptcy Code and deemed to be a public offering thereunder, and such Plan Securities may be resold without registration under such laws or regulations to the extent permitted under section 1145 of the Bankruptcy Code and other applicable law.

Persons or Entities who purchase securities pursuant to the exemption from registration set forth in Section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder shall acquire “restricted securities.” Resales of such restricted securities would not be exempted by section 1145 of the Bankruptcy Code from registration under the Securities Act or other applicable law. Holders of restricted securities would, however, be permitted to resell Plan Securities without registration if they are able to comply with the applicable provisions of Rule 144 promulgated under the Securities Act or Rule 144A under the Securities Act or any other applicable registration exemption under the Securities Act, or in a transaction that is registered with the SEC.

In the event that the Reorganized Debtors elect on or after the Effective Date to reflect any ownership of the Plan Securities through the facilities of DTC, the Reorganized Debtors need not provide any further evidence other than this Plan or the Confirmation Order with respect to the treatment of such securities under applicable securities laws. DTC shall accept and be entitled to conclusively rely upon this Plan or the Confirmation Order in lieu of a legal opinion regarding whether such securities are exempt from registration and/or eligible for DTC book entry delivery, settlement and depository services.

*K. Release of Liens and Claims*

To the fullest extent provided under section 1141(c) and other applicable provisions of the Bankruptcy Code, except as otherwise provided herein (including, without limitation, Article V.D of this Plan), in the Confirmation Order, or in any contract, instrument, release or other agreement or document entered into or delivered in connection with this Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to Article VII hereof, all Liens, Claims, mortgages, deeds of trust, or other security interests against the assets or property of the Debtors or the Estates shall be fully released, canceled, terminated, extinguished and discharged, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity. The filing of the Confirmation Order with any federal, state, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens, Claims and other interests to the extent provided in the immediately preceding sentence. Any Person or Entity holding such Liens, Claims or interests shall, pursuant to section 1142 of the Bankruptcy Code and in the case of any DIP Liens at the sole cost and expense of the Reorganized Debtors, promptly execute and deliver to the Reorganized Debtors such instruments of termination, release, satisfaction and/or assignment (in recordable form) as may be reasonably requested by the Reorganized Debtors.

*L. Corporate Governance Documents of the Reorganized Debtors*

The respective corporate governance documents of each of the Debtors shall be amended and restated or replaced (as applicable) by the Amended/New Corporate Governance Documents. Such corporate governance documents shall: (i) to the extent required by section 1123(a)(6) of the Bankruptcy Code, include a provision prohibiting the issuance of non-voting equity securities; (ii) authorize the issuance of New Common Stock in an amount not less than the amount necessary to permit the distributions thereof required or contemplated by this Plan; and (iii) to the extent necessary or appropriate, include such provisions as may be needed to effectuate and consummate this Plan and the transactions contemplated herein. After the Effective Date, the Reorganized Debtors may, subject to the terms and conditions of the Amended/New Corporate Governance Documents, amend and restate their respective corporate governance documents as permitted thereby and by applicable law.

*M. New Board; Initial Officers*

The initial members of the New Board shall be selected in accordance with the terms and conditions of the Restructuring Support Agreement. After the initial directors of the New Board are selected, future directors shall be elected in accordance with Amended/New Corporate Governance Documents. All officers of the Debtors immediately prior to the Effective Date shall be retained in their existing positions upon the Effective Date, subject to the terms of this Plan.

Pursuant to and to the extent required by section 1129(a)(5) of the Bankruptcy Code, the Debtors shall disclose in the Plan Supplement the identity and affiliations of any Person proposed to serve on the New Board or as an officer of each of the Reorganized Debtors, and, to the extent such Person is an insider other than by virtue of being a director or an officer, the nature of any compensation for such Person. Each such director and officer shall serve from and after the

Effective Date pursuant to applicable law and the terms of the Amended/New Corporate Governance Documents and the other constituent and corporate governance documents of the applicable Reorganized Debtors. The existing boards of directors and other governing bodies of the Debtors shall be deemed to have resigned on and as of the Effective Date, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity.

*N. Corporate Action*

Each of the Debtors and the Reorganized Debtors may take any and all actions reasonably necessary to execute, deliver, File or record such contracts, instruments, releases and other agreements or documents and take such actions as may be reasonably necessary or appropriate to effectuate and implement the provisions of this Plan, including, without limitation, the issuance and the distribution of the securities to be issued pursuant hereto, in each case in form and substance acceptable to the Required Consenting Noteholders, and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by the security holders, officers or directors of the Debtors or the Reorganized Debtors or by any other Person or Entity (except for those expressly required pursuant hereto or by the Restructuring Documents).

After the Confirmation Date, all matters provided for pursuant to this Plan that would otherwise require approval of the stockholders, directors, officers, managers, members or partners of the Debtors (as of prior to the Effective Date) shall be deemed to have been so approved and shall be in effect prior to, on or after the Effective Date (as appropriate) pursuant to applicable law and without any requirement of further action by such Persons or Entities or the need for any approvals, authorizations, actions or consents of or from any such Persons or Entities.

As of the Effective Date, all matters provided for in this Plan involving the legal or corporate structure of the Debtors or the Reorganized Debtors (including, without limitation, the adoption of the Amended/New Corporate Governance Documents and similar constituent and corporate governance documents, and the selection of directors and officers for, each of the Reorganized Debtors), and any legal or corporate action required by the Debtors or the Reorganized Debtors in connection with this Plan shall be deemed to have occurred and shall be in full force and effect in all respects, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity.

On and after the Effective Date, the appropriate officers of the Debtors and the Reorganized Debtors are authorized to issue, execute, deliver, and consummate the transactions contemplated by, the contracts, agreements, documents, guarantees, pledges, consents, securities, certificates, resolutions and instruments contemplated by or described in this Plan in the name of and on behalf of the Debtors and the Reorganized Debtors, in each case in form and substance acceptable to the Required Consenting Noteholders, and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity. The secretary and any assistant secretary of the Debtors and the Reorganized Debtors shall be authorized to certify or attest to any of the foregoing actions.



*O. Cancellation of Notes, Certificates and Instruments*

On the Effective Date, except to the extent otherwise provided in this Plan and the Restructuring Documents (including, without limitation, Article II.B and Article V.B of this Plan), all notes, indentures, instruments, certificates, agreements and other documents evidencing or relating to any Impaired Claim (including, for the avoidance of doubt and without limitation, the Prepetition Notes Indentures and the Prepetition Notes) or any Claim being paid in full in Cash under this Plan shall be fully released, terminated, extinguished and discharged (including, in respect of DIP Documents, any duties or obligations of the DIP Agent thereunder), in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity and in the case of any Claim being paid in full in Cash upon the indefeasible payment of such Claim in full in Cash as contemplated by this Plan; provided that the Prepetition Debt Documents and the DIP Documents shall continue in effect for the limited purpose of (i) allowing Holders of Claims thereunder to receive, and allowing and preserving the rights of the Prepetition Credit Agreement Agent, the Prepetition Notes Indenture Trustee or other applicable Distribution Agents thereunder to make, distributions under this Plan; (ii) permitting the Prepetition Notes Indenture Trustee to exercise its Prepetition Notes Indenture Trustee Charging Lien against such distributions for payment of the Prepetition Notes Indenture Trustee Fees and Expenses; (iii) preserving any rights of the DIP Agent to payment of fees, costs, and expenses and otherwise allowing the DIP Agent to take any actions contemplated by this Plan, and (iv) preserving the DIP Contingent Obligations as contemplated by Article II.B of this Plan; provided further that, upon completion of the distribution with respect to a specific Prepetition Debt Claim, the Prepetition Debt Documents in connection thereto and any and all notes, securities and instruments issued in connection with such Prepetition Debt Claim shall terminate completely without further notice or action and be deemed surrendered.

*P. Existing Equity Interests*

On the Effective Date, the Old Parent Interests shall be terminated and cancelled without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity.

On the Effective Date, the Intercompany Equity Interests shall remain effective and outstanding, except to the extent modified pursuant to the terms of the Reorganization Steps Overview, and shall be owned and held by the same applicable Person or Entity that held and/or owned such Intercompany Equity Interests immediately prior to the Effective Date. Each Parent Subsidiary shall continue to be governed by the terms and conditions of its applicable corporate governance documents as in effect immediately prior to the Effective Date, except as amended or modified by this Plan or the Plan Supplement.

*Q. Sources of Cash for Plan Distributions*

All Cash necessary for the Debtors or the Reorganized Debtors, as applicable, to make payments required pursuant to this Plan shall be obtained from their respective Cash balances, including Cash from operations, the Equity Rights Offering and the Exit Facility Credit

Agreements. The Debtors and the Reorganized Debtors, as applicable, may also make such payments using Cash received from their subsidiaries through their respective consolidated cash management systems and the incurrence of intercompany transactions, in all cases subject to the terms and conditions of the Restructuring Support Agreement and the Restructuring Documents.

*R. Funding and Use of Professional Fee Claim Reserve*

On or before the Effective Date, the Debtors shall fund the Professional Fee Claim Reserve in such amount as determined by the Debtors, with the consent of the Required Consenting Noteholders or as determined by order of the Bankruptcy Court, as necessary in order to be able to pay in full in Cash the Professional Fee Claims, as and when Allowed.

The Cash contained in the Professional Fee Claim Reserve shall be used solely to pay the Allowed Professional Fee Claims, with the Unused Cash Reserve Amount (if any) being returned to the Reorganized Debtors within three (3) Business Days after determining the Unused Cash Reserve Amount. The Debtors and the Reorganized Debtors, as applicable, shall maintain detailed records of all payments made from the Professional Fee Claim Reserve, such that all payments and transactions shall be adequately and promptly documented in, and readily ascertainable from, their respective books and records.

The Professional Fee Claim Reserve shall be maintained in trust for the Professionals and shall not be considered property of the Debtors' Estates; provided that the Reorganized Debtors shall have a reversionary interest in the Unused Cash Reserve Amount. To the extent that funds held in the Professional Fee Claim Reserve do not or are unable to satisfy the full amount of the Allowed Professional Fee Claims, such Professionals shall have an Allowed Administrative Claim for any such deficiency, which shall be satisfied in full in Cash in accordance with Article II.A of this Plan.

After the Effective Date, neither the Debtors nor the Reorganized Debtors shall deposit any other funds or property into the Professional Fee Claim Reserve without further order of the Bankruptcy Court or otherwise commingle funds in the Professional Fee Claim Reserve. To the extent the Professional Fee Claim Reserve is insufficient to pay in full in Cash the obligations and liabilities for which such reserve was established, then the Reorganized Debtors shall, within five (5) Business Days, pay such obligations and liabilities in full in Cash.

*S. Continuing Effectiveness of Final Orders*

Payment authorization granted to the Debtors under any prior Final Order entered by the Bankruptcy Court shall continue in effect after the Effective Date. Accordingly, the Debtors or the Reorganized Debtors may pay or otherwise satisfy any Claim to the extent permitted by, and subject to, the applicable Final Order without regard to the treatment that would otherwise be applicable to such Claim under this Plan.

*T. Payment of Fees and Expenses of Certain Creditors*

The Debtors and the Reorganized Debtors, as applicable, shall, on and after the Confirmation Date and to the extent invoiced in accordance with the terms of the applicable engagement letter(s), pay the Ad Hoc Noteholder Group Fees and Expenses (whether accrued



prepetition or postpetition and to the extent not otherwise paid prior to or during the Chapter 11 Cases), without the need for application by any such parties to the Bankruptcy Court, and without notice and a hearing pursuant to section 1129(a)(4) of the Bankruptcy Code or otherwise.

*U. Payment of Fees and Expenses of the Prepetition Notes Indenture Trustee*

The Debtors shall, on and after the Effective Date, and upon the presentment of invoices in customary form (which may be redacted to preserve any confidential or privileged information), pay the Prepetition Notes Indenture Trustee Fees and Expenses (in each case whether accrued prepetition or postpetition and to the extent not otherwise paid during the Chapter 11 Cases), without the need for application by any party to the Bankruptcy Court, and without notice and a hearing pursuant to section 1129(a)(4) of the Bankruptcy Code or otherwise. From and after the Effective Date, the Reorganized Debtors shall pay any Prepetition Notes Indenture Trustee Fees and Expenses in full in Cash without further court approval.

*V. Equity Rights Offering*

Pursuant to the terms of this Plan and the Equity Rights Offering Procedures, each Accredited Cash Opt-Out Noteholder shall have the opportunity but not the obligation to subscribe for its Pro Rata share of an amount of New Common Stock to be issued as of the Effective Date necessary to fully fund the Cash Payout at the Purchase Price (as defined in the Equity Rights Offering Procedures) set forth in the Equity Rights Offering Procedures.

Each Accredited Cash Opt-Out Noteholder that elects to purchase the maximum number of Equity Rights Offering Shares that such Accredited Cash Opt-Out Noteholder may purchase in the Equity Rights Offering will also have the right to elect to purchase additional Equity Rights Offering Shares that are not timely, duly and validly subscribed and paid for in the Equity Rights Offering, as more fully set forth in the Rights Offering Procedures.

The Equity Rights Offering will be conducted in reliance upon the exemption from registration set forth in Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder.

The proceeds of the Equity Rights Offering shall be used exclusively to fund the Cash Payout provided to Cash Payout Noteholders, in full and final satisfaction of such Holders' Prepetition Notes Claims, which shall be released and discharged pursuant to Article XI herein. Notwithstanding anything to the contrary herein, if the Equity Rights Offering Amount is less than the aggregate amount of the Cash Payout, then the amount of Prepetition Notes Claims held by the Cash Payout Noteholders satisfied by the Cash Payout shall automatically be reduced, and any remaining portion of such Cash Payout Noteholders' Prepetition Notes Claims that is not satisfied through the Cash Payout as a result of such automatic reduction shall receive the treatment such Holder would receive if such Holder were a Cash Opt-Out Noteholder. For the avoidance of doubt, under no circumstance shall the amount actually paid out in the Cash Payout exceed the Equity Rights Offering Amount.

Consummation of the Equity Rights Offering and delivery of any Cash Payout is contingent upon the consent of the Required Consenting Noteholders. In the event the Equity Rights Offering

is not consummated, then no Cash Payout will be made to any Cash Payout Noteholder and such Holder will receive the treatment such Holder would receive if such Holder were a Cash Opt-Out Noteholder.

Notwithstanding anything in this Plan to the contrary, the New Common Stock issued in connection with the Equity Rights Offering shall be subject to dilution by the New MIP Equity.

## ARTICLE VI.

### TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

#### A. *Assumption of Executory Contracts and Unexpired Leases*

On the Effective Date, all Executory Contracts and Unexpired Leases of the Debtors shall be assumed by the Debtors in accordance with, and subject to, the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code (including, for the avoidance of doubt, the Restructuring Support Agreement), except for those Executory Contracts and Unexpired Leases that:

- (i) have been assumed or rejected by the Debtors by prior order of the Bankruptcy Court;
- (ii) are the subject of a motion to reject filed by the Debtors pending on the Effective Date;
- (iii) are identified by the Debtors (with the consent of the Required Consenting Noteholders) and Filed in the Plan Supplement as rejected Executory Contracts and Unexpired Leases, which Plan Schedule may be amended by the Debtors (with the consent of the Required Consenting Noteholders) to add or remove Executory Contracts and Unexpired Leases by filing with the Bankruptcy Court an amended Plan Schedule and serving it on the affected non-Debtor contract parties at least seven (7) days prior to the Plan Objection Deadline; or
- (iv) are rejected or terminated by the Debtors pursuant to the terms of this Plan.

Without amending or altering any prior order of the Bankruptcy Court approving the assumption or rejection of any Executory Contract or Unexpired Lease, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of such assumptions pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

To the extent any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned (as applicable) pursuant to this Plan or any prior order of the Bankruptcy Court (including, without limitation, any “change in control” provision, “change of control” provision, or provision with words of similar import) (a) prohibits, restricts or conditions, or purports to prohibit, restrict or condition, (b) is modified, breached or terminated (or deemed

modified, breached or terminated), (c) increases, accelerates or otherwise alters any obligations or liabilities of the Debtors or Reorganized Debtors (or purports to increase, accelerate or otherwise alter any obligations or liabilities of the Debtors or Reorganized Debtors), or (d) results in the creation or imposition of any Lien upon any property or assert of any of the Debtors or Reorganized Debtors (or purports to result in the creation or imposition of any Lien upon any property or asset of any of the Debtors or Reorganized Debtors), in each case as a result of (i) the commencement of these Chapter 11 Cases or the insolvency or financial condition of any Debtor at any time before the closing of its respective Chapter 11 Case, (ii) any Debtor's or any Reorganized Debtor's assumption or assumption and assignment (as applicable) of such Executory Contract or Unexpired Lease or (iii) the Confirmation or Consummation of this Plan, then such provision shall, to the extent provided by section 365 of the Bankruptcy Code, be deemed modified such that the transactions contemplated by this Plan shall not entitle the non-debtor party thereto to modify or terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights or remedies with respect thereto, and any required consent under any such contract or lease shall be deemed satisfied by the Confirmation of this Plan.

Each Executory Contract and Unexpired Lease assumed and/or assigned pursuant to this Plan shall revert in and be fully enforceable by the applicable Reorganized Debtor or the applicable assignee in accordance with its terms and conditions, except as modified by the provisions of this Plan, any order of the Bankruptcy Court approving its assumption and/or assignment, or applicable law.

The inclusion or exclusion of a contract or lease on any schedule or exhibit shall not constitute an admission by any Debtor that such contract or lease is an Executory Contract or Unexpired Lease or that any Debtor has any liability thereunder.

*B. Cure of Defaults; Assignment of Executory Contracts and Unexpired Leases*

Any defaults under each Executory Contract and Unexpired Lease to be assumed, or assumed and assigned, pursuant to this Plan shall be satisfied, pursuant to and to the extent required by section 365(b)(1) of the Bankruptcy Code, by payment of the applicable default amount in Cash on or in connection with the Effective Date or on such other terms as the Bankruptcy Court may order or the parties to such Executory Contracts or Unexpired Leases may otherwise agree in writing (with the consent of the Required Consenting Noteholders) (the "**Cure Claim Amount**").

In the event of an assumption, or an assumption and assignment, of an Executory Contract or Unexpired Lease that is in default under this Plan, at least seven (7) days prior to the Plan Objection Deadline (or, in the case of an Executory Contract or Unexpired Lease removed from the Plan Schedule after such date, no later than one (1) Business Day after such removal), the Debtors shall File and serve upon counterparties to such Executory Contracts and Unexpired Leases, a notice of the proposed assumption, or proposed assumption and assignment, which shall: (a) list the applicable Cure Claim Amount, if any; (b) if applicable, identify the party to which the Executory Contract or Unexpired Lease shall be assigned; (c) describe the procedures for filing objections thereto; and (d) explain the process by which related disputes shall be resolved by the Bankruptcy Court.

Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption, or proposed assumption and assignment under this Plan, or any related cure amount, must be Filed, served and actually received by the Debtors and counsel to the Ad Hoc Noteholder Group prior to the Plan Objection Deadline (notwithstanding anything in the Schedules or a proof of Claim to the contrary). Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption, or proposed assumption and assignment, or cure amount shall be deemed to have consented to such matters and shall be deemed to have forever released and waived any objection to such proposed assumption, proposed assumption and assignment, and cure amount. The Confirmation Order shall constitute an order of the Bankruptcy Court approving each proposed assumption, or proposed assumption and assignment, of Executory Contracts and Unexpired Leases pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

In the event of a dispute regarding (a) the amount of any cure payment, (b) the ability of any Debtor or assignee to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or assumed and assigned or (c) any other matter pertaining to assumption or assignment, the applicable cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order resolving the dispute and approving such assumption or assumption and assignment. If such objection is sustained by Final Order of the Bankruptcy Court, the Debtors or the Reorganized Debtors, as applicable, may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming or assigning it. The Debtors or the Reorganized Debtors, as applicable, shall be authorized to effect such rejection by filing a written notice of rejection with the Bankruptcy Court and serving such notice on the applicable counterparty within ten (10) days of the entry of such Final Order.

Subject to any cure claims Filed with respect thereto, assumption or assumption and assignment of any Executory Contract or Unexpired Lease pursuant to this Plan shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption or assumption and assignment, in each case as provided in section 365 of the Bankruptcy Code, in each case subject to the remaining terms and conditions of this Article VI. Any proofs of Claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed or assumed and assigned by Final Order shall be deemed disallowed and expunged (subject to any cure claims Filed with respect thereto), without further notice to or action, order, or approval of the Bankruptcy Court.

With respect to any Executory Contract or Unexpired Lease assumed and assigned pursuant to this Plan, upon and as of the Effective Date, the applicable assignee shall be deemed to be substituted as a party thereto for the applicable Debtor party to such assigned Executory Contract or Unexpired Lease and, accordingly, the Debtors and the Reorganized Debtors shall be relieved, pursuant to and to the extent set forth in section 365(k) of the Bankruptcy Code, from any further liability under such assigned Executory Contract or Unexpired Lease.

*C. Rejection of Executory Contracts and Unexpired Leases*

The Debtors reserve the right, at any time prior to the Effective Date, except as otherwise specifically provided herein, to seek to reject (with the consent of the Required Consenting Noteholders) any Executory Contract or Unexpired Lease and to file a motion requesting authorization for the rejection of any such contract or lease. All Executory Contracts and Unexpired Leases listed on a Plan Schedule as rejected Executory Contracts and Unexpired Leases shall be deemed rejected as of the Effective Date. The Confirmation Order shall constitute an order of the Bankruptcy Court approving the rejections described in this Article VI pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. Rejection of any Executory Contract or Unexpired Lease pursuant to this Plan or otherwise shall not constitute a termination of any preexisting obligations owed to the Debtors or the Reorganized Debtors, as applicable, under such Executory Contracts or Unexpired Leases.

*D. Claims on Account of the Rejection of Executory Contracts or Unexpired Leases*

All proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to this Plan or the Confirmation Order, if any, must be filed with the Bankruptcy Court within thirty (30) days after service of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection.

Any Person or Entity that is required to file a proof of Claim arising from the rejection of an Executory Contract or an Unexpired Lease that fails to timely do so shall be forever barred, estopped and enjoined from asserting such Claim, and such Claim shall not be enforceable, against the Debtors, the Reorganized Debtors or the Estates, and the Debtors, the Reorganized Debtors and their Estates and their respective assets and property shall be forever discharged from any and all indebtedness and liability with respect to such Claim unless otherwise ordered by the Bankruptcy Court or as otherwise provided herein. All such Claims shall, as of the Effective Date, be subject to the permanent injunction set forth in Article X.G hereof.

*E. D&O Liability Insurance Policies*

On the Effective Date, each D&O Liability Insurance Policy shall be deemed and treated as an Executory Contract that is and shall be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no proof of Claim, request for administrative expense, or cure claim need be Filed, and all Claims arising from the D&O Liability Insurance Policies shall survive the Effective Date and be Unimpaired. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtors' assumption of each of the D&O Liability Insurance Policies.

After assumption of the D&O Liability Insurance Policies, nothing in this Plan otherwise alters the terms and conditions of the D&O Liability Insurance Policies. Confirmation and Consummation of this Plan shall not impair or otherwise modify any available defenses of the Reorganized Debtors under the D&O Liability Insurance Policies. For the avoidance of doubt, the D&O Liability Insurance Policies shall continue to apply with respect to actions, or failures to act, that occurred on or prior to the Effective Date, subject to the terms and conditions of the D&O Liability Insurance Policies.



The Debtors are further authorized to take such reasonable actions, and to execute and deliver such documents, as may be reasonably necessary or appropriate to implement, maintain, cause the binding of, satisfy any terms or conditions of, or otherwise secure for the insureds the benefits of the D&O Tail Policy, without further notice to or order of the Bankruptcy Court or approval or consent of any Person or Entity.

Notwithstanding anything to the contrary in any D&O Liability Insurance Policies issued prior to the Effective Date, the Reorganized Debtors shall not have any obligation or responsibility for the payment of any self-insured retention thereunder or in connection therewith, and no Person or Entity shall be entitled to seek reimbursement from or to subrogate against any Reorganized Debtors with respect to any payments made under such policies.

*F. Indemnification Provisions*

On the Effective Date, all Indemnification Provisions shall be deemed and treated as Executory Contracts that are and shall be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no proof of Claim, request for administrative expense, or cure claim need be Filed, and all Claims arising from the Indemnification Provisions shall survive the Effective Date and be Unimpaired; provided, however, that, to the maximum extent permitted under applicable law, this provision shall not include any such Claims arising from or related to (i) any Excluded Party or (ii) any indemnification Claims against the Parent that are based on fraud, gross negligence, or willful misconduct, in each case as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtors' assumption of each of the Indemnification Provisions. Confirmation and Consummation of this Plan shall not impair or otherwise modify any available defenses of the Reorganized Debtors or other applicable parties under the Indemnification Provisions. For the avoidance of doubt, the Indemnification Provisions shall continue to apply with respect to actions, or failures to act, that occurred on or prior to the Effective Date, subject to the terms and conditions of the Indemnification Provisions.

*G. Employment Plans*

On the Effective Date, all employment agreements and severance policies, including all employment, compensation, and benefit plans, policies, and programs of the Debtors applicable to any of their respective officers, employees or retirees, and any of the officers, employees or retirees of their respective subsidiaries, including, without limitation, all workers' compensation programs, savings plans, retirement plans, SERP plans, healthcare plans, disability plans, severance benefit plans, incentive plans, change-in-control plans, insurance plans including but not limited to life and accidental death and dismemberment insurance plans, health and welfare plans, and 401(k) plans (in each case, as applicable) (collectively, the "Specified Employee Plans") shall be deemed and treated as Executory Contracts that are and shall, subject to the following proviso, be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no Proof of Claim, request for administrative expense, or cure claim need be Filed; provided that (a) the Debtors, pursuant to the Restructuring Support Agreement, acknowledged and agreed that the Consummation of this Plan shall not constitute a change in control or term of similar meaning pursuant to any of the

Specified Employee Plans, and the Confirmation Order shall contain a finding and such other provisions acceptable to the Required Consenting Noteholders confirming the same, and (b) each “Executive” employment agreement, “Level I” employment agreement and “Level II” employment agreement shall only be maintained and assumed by the Debtors (and assigned to the Reorganized Debtors, if necessary) and considered a Specified Employee Plan if the employee party to such agreement, on or prior to the Effective Date, (i) confirms that the Consummation of this Plan does not constitute a change in control and (ii) waives any right to resign with “good reason” solely or in part as a result of the Consummation of this Plan.

All Claims arising from the Specified Employee Plans shall survive the Effective Date and be Unimpaired. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval of the Debtors’ assumption of each of the Specified Employee Plans. Confirmation and Consummation of this Plan shall not impair or otherwise modify any available defenses of the Reorganized Debtors or other applicable parties under the Specified Employee Plans.

#### *H. Insurance and Surety Contracts*

On the Effective Date, each Insurance and Surety Contract shall be deemed and treated as an Executory Contract that is and shall be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no proof of Claim, request for administrative expense, or cure claim need be Filed, and all Claims arising from the Insurance and Surety Contracts shall survive the Effective Date and be Unimpaired. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval of the Debtors’ assumption of each of the Insurance and Surety Contracts. After assumption of the Insurance and Surety Contracts, nothing in this Plan otherwise alters the terms and conditions of the Insurance and Surety Contracts. Confirmation and Consummation of this Plan shall not impair or otherwise modify any available defenses of the Reorganized Debtors or other applicable counterparties under the Insurance and Surety Contracts.

#### *I. Extension of Time to Assume or Reject*

Notwithstanding anything to the contrary set forth in Article VI of this Plan, in the event of a dispute as to whether a contract is executory or a lease is unexpired, the right of the Reorganized Debtors to move to assume or reject such contract or lease shall be extended until the date that is ten (10) days after entry of a Final Order by the Bankruptcy Court determining that the contract is executory or the lease is unexpired. The deemed assumption provided for in Article VI.A of this Plan shall not apply to any such contract or lease, and any such contract or lease shall be assumed or rejected only upon motion of the Reorganized Debtors following the Bankruptcy Court’s determination that the contract is executory or the lease is unexpired.

#### *J. Modifications, Amendments, Supplements, Restatements, or Other Agreements*

Unless otherwise provided in this Plan, each Executory Contract or Unexpired Lease that is assumed by the Debtors or the Reorganized Debtors shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such



Executory Contract or Unexpired Lease, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing has been previously rejected or repudiated or is rejected or repudiated hereunder. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

## ARTICLE VII.

### PROVISIONS GOVERNING DISTRIBUTIONS

#### *A. Distributions for Claims Allowed as of the Effective Date*

Except as otherwise provided in the “Treatment” sections in Article III hereof or as ordered by the Bankruptcy Court, distributions to be made on account of Claims that are Allowed Claims as of the Effective Date shall be made on the Effective Date or as soon as reasonably practicable thereafter. Any payment or distribution required to be made under this Plan on a day other than a Business Day shall be made on the next succeeding Business Day. Distributions on account of Disputed Claims that first become Allowed Claims after the Effective Date shall be made pursuant to Article VIII hereof.

#### *B. No Postpetition Interest on Claims*

Unless otherwise specifically provided for in this Plan, the Confirmation Order or Final Order of the Bankruptcy Court, or required by applicable bankruptcy law (including, without limitation, as required pursuant to section 506(b) or section 511 of the Bankruptcy Code), postpetition interest shall not accrue or be paid on any Claims (except DIP Super-Priority Claims) and no Holder of a Claim (except DIP Super-Priority Claims) shall be entitled to interest accruing on or after the Petition Date on any Claim.

#### *C. Distributions by the Reorganized Debtors or Other Applicable Distribution Agent*

Other than as specifically set forth below or as otherwise provided in this Plan, the Reorganized Debtors or other applicable Distribution Agent shall make all distributions required to be distributed under this Plan. Distributions on account of the Allowed Prepetition Debt Claims and Allowed DIP Super-Priority Claims shall be made to the Prepetition Credit Agreement Agent, the Prepetition Notes Indenture Trustee, and the DIP Agent, as applicable, and such agent or trustee shall be, and shall act as, the Distribution Agent with respect to its respective Class of Claims in accordance with the terms and conditions of this Plan and the applicable debt documents. All distributions to Holders of Prepetition Debt Claims and DIP Super-Priority Claims shall be deemed completed when made by the Reorganized Debtors to the Prepetition Credit Agreement Agent, the Prepetition Notes Indenture Trustee (or as directed by the Prepetition Notes Indenture Trustee), and the DIP Agent, or as otherwise provided in this Plan, as applicable. The Reorganized Debtors may employ or contract with other Entities to assist in or make the distributions required by this Plan and may pay the reasonable fees and expenses of such Entities and the Distribution Agents in the ordinary course of business. No Distribution Agent shall be required to give any bond or

surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court.

The distributions of New Common Stock to be made under this Plan to Holders of Allowed Prepetition Notes Claims shall be made by the Debtors or Reorganized Debtors, as applicable, to the Prepetition Notes Indenture Trustee, which shall transmit (or cause to be transmitted) such distributions to Holders of Allowed Prepetition Notes Claims in accordance with the Prepetition Notes Indenture or as set forth below. Notwithstanding anything to the contrary in this Plan, the Prepetition Notes Indenture Trustee may transfer or direct the transfer of such distributions through the facilities of DTC and, in such event, shall be entitled to recognize and deal for all purposes under this Plan with Holders of the Prepetition Notes to the extent consistent with the policies or customary practices of DTC. If such distributions cannot be made through the facilities of DTC, the Debtors or Reorganized Debtors, as applicable, shall implement procedures in consultation with the Prepetition Notes Indenture Trustee and reasonably acceptable to the Required Consenting Noteholders to make distributions with respect to the Prepetition Notes. The Debtors or Reorganized Debtors (as applicable) shall use their best efforts to make the New Common Stock to be distributed to Holders of the Prepetition Notes eligible for distribution through the facilities of DTC. The distributions of Subscription Rights under this Plan to Accredited Cash Opt-Out Noteholders shall be made by the Voting and Claims Agent as provided in the Equity Rights Offering Procedures. The obligations of the Prepetition Notes Indenture Trustee under the Prepetition Notes Indentures, the Prepetition Notes, and this Plan shall be deemed fully satisfied upon DTC's receipt of the distributions with respect to the Prepetition Notes.

*D. Delivery and Distributions; Undeliverable or Unclaimed Distributions*

1. Record Date for Distributions

On the Distribution Record Date, the Claims Register (and the Debtors' books and records with respect to the Holders of Equity Interests in Parent) shall be closed. Accordingly, the Debtors, the Reorganized Debtors or other applicable Distribution Agent shall have no obligation to recognize the assignment, transfer or other disposition of, or the sale of any participation in, any Allowed Claim (other than DIP Super-Priority Claims and Prepetition Debt Claims) or Allowed Equity Interest that occurs after the close of business on the Distribution Record Date, and shall be entitled for all purposes herein to recognize and distribute securities, property, notices and other documents only to those Holders of Allowed Claims (other than DIP Super-Priority Claims and Prepetition Debt Claims) or Allowed Equity Interest who are Holders of such Claims or Equity Interests, or participants therein, as of the close of business on the Distribution Record Date. The Reorganized Debtors or other applicable Distribution Agent shall be entitled to recognize and deal for all purposes under this Plan with only those record holders stated on the Claims Register, or their books and records, as of the close of business on the Distribution Record Date; provided, however, that the Distribution Record Date shall not apply to the DIP Super-Priority Claims, Prepetition Debt Claims, or any securities of the Debtors deposited with DTC.

2. Delivery of Distributions in General

Except as otherwise provided herein, the Debtors, the Reorganized Debtors or other applicable Distribution Agent, as applicable, shall make distributions to Holders of Allowed Claims, or in care of their authorized agents, as appropriate, at the address for each such Holder or

agent as indicated on the Debtors' or other applicable Distribution Agent's books and records as of the date of any such distribution; provided, however, that the manner of such distributions shall be determined in the discretion of the applicable Distribution Agent (subject to the terms and conditions of the DIP Agreement and the relevant Prepetition Debt Documents, if applicable); provided further, that the address for each Holder of an Allowed Claim shall be deemed to be the address set forth in the latest proof of Claim, if any, Filed by such Holder pursuant to Bankruptcy Rule 3001 as of the Distribution Record Date.

### 3. Minimum Distributions

Notwithstanding anything herein to the contrary, no Distribution Agent shall be required to make distributions or payments of less than \$100.00 (whether in Cash or otherwise) or to make partial distributions or payments of fractions of dollars or New Common Stock, in each case with respect to Impaired Claims. With respect to Impaired Claims, whenever any payment or distribution of a fraction of a dollar or a fraction of a share of New Common Stock under this Plan would otherwise be called for, the actual payment or distribution shall reflect a rounding of such fraction down to the nearest whole dollar or share of New Common Stock (and no Cash shall be distributed in lieu of such fractional New Common Stock). For the avoidance of doubt, DTC shall be considered a single holder for purposes of distributions.

No Distribution Agent shall have any obligation to make a distribution on account of an Allowed Claim that is Impaired under this Plan if: (a) the aggregate amount of all distributions authorized to be made on the Effective Date is or has an economic value less than \$25,000, unless such distribution is a final distribution; or (b) the amount to be distributed to the specific Holder of an Allowed Claim on the Effective Date does not constitute a final distribution to such Holder and is or has an economic value less than \$25.00, which shall be treated as an undeliverable distribution under Article VII.D.4 below.

### 4. Undeliverable Distributions

#### (a) Holding of Certain Undeliverable Distributions

If the distribution to any Holder of an Allowed Claim is returned to the Distribution Agent as undeliverable or is otherwise unclaimed, no further distributions shall be made to such Holder unless and until the Distribution Agent is notified in writing of such Holder's then current address in accordance with the time frames described in Article VII.D.4(b) hereof, at which time (or as soon as reasonably practicable thereafter) all currently due but missed distributions shall be made to such Holder. Undeliverable distributions shall remain in the possession of the Reorganized Debtors or in the applicable reserve, subject to Article VII.D.4(b) hereof, until such time as any such distributions become deliverable. Undeliverable distributions shall not be entitled to any additional interest, dividends or other accruals of any kind on account of their distribution being undeliverable.

#### (b) Failure to Claim Undeliverable Distributions

Any Holder of an Allowed Claim (or any successor or assignee or other Person or Entity claiming by, through, or on behalf of, such Holder) that does not assert a right pursuant to this Plan for an undeliverable or unclaimed distribution within ninety (90) days after the later of the

Effective Date or the date such distribution is due shall be deemed to have forfeited its rights for such undeliverable or unclaimed distribution and shall be forever barred and enjoined from asserting any such rights for an undeliverable or unclaimed distribution against the Debtors or their Estates, the Reorganized Debtors or their respective assets or property, or any Distribution Agent. In such case, any Cash, Plan Securities or other property reserved for distribution on account of such Claim shall become the property of the Reorganized Debtors, free and clear of any Claims or other rights of such Holder with respect thereto and notwithstanding any federal or state escheat laws to the contrary. Any such Cash, Plan Securities or other property shall thereafter be distributed or allocated in accordance with the applicable terms and conditions of this Plan; provided, however, that if the aggregate amount of Allowed Claims in Class 6 is less than the Parent GUC Recovery Cash Pool, then the excess Parent GUC Recovery Cash Pool shall constitute property of the Reorganized Debtors. Nothing contained in this Plan shall require the Debtors, the Reorganized Debtors, or any Distribution Agent to attempt to locate any Holder of an Allowed Claim.

(c) Failure to Present Checks

Checks issued by the Distribution Agent on account of Allowed Claims shall be null and void if not negotiated within ninety (90) days after the issuance of such check. Requests for reissuance of any check shall be made directly to the Distribution Agent by the Holder of the relevant Allowed Claim with respect to which such check originally was issued. Any Holder of an Allowed Claim holding an un-negotiated check that does not request reissuance of such un-negotiated check within ninety (90) days after the date of mailing or other delivery of such check shall have its rights for such un-negotiated check discharged and be forever barred, estopped and enjoined from asserting any such right against the Debtors, their Estates, the Reorganized Debtors, or their respective assets or property. In such case, any Cash held for payment on account of such Claims shall become the property of the Reorganized Debtors, free and clear of any Claims or other rights of such Holder with respect thereto and notwithstanding any federal or state escheat laws to the contrary. Any such Cash shall thereafter be distributed or allocated in accordance with the applicable terms and conditions of this Plan.

*E. Compliance with Tax Requirements*

In connection with this Plan and all distributions hereunder, the Reorganized Debtors or other applicable Distribution Agent shall comply with all applicable withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions hereunder shall be subject to any such applicable withholding and reporting requirements. Notwithstanding any provision in this Plan to the contrary, the Reorganized Debtors or other applicable Distribution Agent shall be authorized to take any and all reasonable actions that may be necessary or appropriate to comply with such applicable withholding and reporting requirements. All Persons and Entities holding Claims or Equity Interests shall be required to provide any information necessary to effect information reporting and the withholding of such taxes (or establish eligibility for an exclusion for the withholding of taxes), and each Holder of an Allowed Claim shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit, including income, withholding, and other tax obligations, on account of such distribution. Any amounts withheld or reallocated pursuant to this **Error! Reference source not found.** shall be treated as if distributed to the Holder of the Allowed Claim.

*F. Allocation of Plan Distributions Between Principal and Interest*

To the extent that any Allowed Claim entitled to a distribution under this Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall, to the extent permitted by applicable law, be allocated for U.S. federal income tax purposes to the principal amount of the Claim first and then, to the extent that the consideration exceeds the principal amount of the Claim, to the portion of such Claim representing accrued but unpaid interest.

*G. Means of Cash Payment*

Payments of Cash made pursuant to this Plan shall be in U.S. dollars and shall be made, at the option of the applicable Distribution Agent, by checks drawn on, or wire transfer from, a domestic bank selected by such Distribution Agent. Cash payments to foreign creditors may be made, at the option of the applicable Distribution Agent, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

*H. Timing and Calculation of Amounts to Be Distributed*

Except as otherwise provided in the “Treatment” sections in Article III hereof or as ordered by the Bankruptcy Court, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Claim shall receive the full amount of the distributions that this Plan provides for Allowed Claims in the applicable Class. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in the applicable class treatment or in Article VIII hereof. Except as otherwise provided herein, Holders of Claims shall not be entitled to interest, dividends or accruals on the distributions provided for herein, regardless of whether such distributions are delivered on or at any time after the Effective Date.

*I. Setoffs*

Without altering or limiting any of the rights and remedies of the Debtors and the Reorganized Debtors under section 502(d) of the Bankruptcy Code, all of which rights and remedies are hereby reserved, the Debtors and the Reorganized Debtors may, but shall not be required to, withhold (but not setoff except as set forth below) from the distributions called for hereunder on account of any Allowed Claim an amount equal to any claims, Causes of Action and Retained Litigation Claims of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim; provided that, at least ten (10) days prior to effectuating such withholding, the Debtors or the Reorganized Debtors, as applicable, shall provide written notice thereof to the applicable Holder of such Claim, and all objections and defenses of such Holder to such withholding are preserved. In the event that any such claims, Causes of Action or Retained Litigation Claims are adjudicated by Final Order or otherwise resolved against the applicable Holder, the Debtors and the Reorganized Debtors may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off against any Allowed Claim and the distributions to be made pursuant hereto on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), the amount of such adjudicated or resolved claims, Causes of Action or Retained Litigation Claims. Neither the failure to effect such a setoff nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claims, Causes of Action or Retained Litigation Claims, all of which are reserved unless expressly released or compromised pursuant to this Plan



or the Confirmation Order. Notwithstanding anything to the contrary herein, the Allowed Prepetition Notes Claims and the distributions to be made pursuant hereto on account of such Claims will not be subject to set off by the Debtors or the Reorganized Debtors pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, and the Debtors and the Reorganized Debtors hereby waive any and all rights of set-off against such Claims.

## ARTICLE VIII.

### PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS

#### A. *Resolution of Disputed Claims and Equity Interests*

##### 1. Allowance of Claims

After the Effective Date, and except as otherwise provided in this Plan, the Reorganized Debtors shall have and shall retain any and all available rights and defenses that the Debtors had with respect to any Claim, including, without limitation, the right to assert any objection to Claims based on the limitations imposed by section 502 or section 510 of the Bankruptcy Code. The Debtors and the Reorganized Debtors may contest the amount and validity of any Disputed Claim in the ordinary course of business in the manner and venue in which such Claim would have been determined, resolved or adjudicated if the Chapter 11 Cases had not been commenced.

##### 2. Prosecution of Objections to Claims

After the Confirmation Date but before the Effective Date, the Debtors (with the consent of the Required Consenting Noteholders), and after the Effective Date, the Reorganized Debtors, shall have the authority to File objections to Claims (other than those that are Allowed under this Plan) and settle, compromise, withdraw or litigate to judgment objections to any and all such Claims, regardless of whether such Claims are in an Unimpaired Class or otherwise; provided, however, that this provision shall not apply to Professional Fee Claims, which may be objected to by any party-in-interest in these Chapter 11 Cases. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without any further notice to or action, order or approval of the Bankruptcy Court. The Reorganized Debtors shall have the sole authority to administer and adjust the Claims Register and their respective books and records to reflect any such settlements or compromises without any further notice to or action, order or approval of the Bankruptcy Court.

##### 3. Claims Estimation

After the Confirmation Date but before the Effective Date, the Debtors (with the consent of the Required Consenting Noteholders), and after the Effective Date, the Reorganized Debtors may at any time request that the Bankruptcy Court estimate any Disputed Claim or contingent or unliquidated Claim pursuant to applicable law, including, without limitation, section 502(c) of the Bankruptcy Code, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any such Claim, whether for allowance or to determine the maximum amount of such Claim, including during the litigation concerning any objection to any Claim or during the pendency of any appeal relating to any such objection. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and not exclusive of one another.

Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court. The rights and objections of all parties are reserved in connection with any such estimation.

#### 4. No Filings of Proofs of Claim

Except as otherwise provided in this Plan, Holders of Claims, including the Prepetition Notes Indenture Trustee with respect to the Prepetition Notes Indentures and the Prepetition Notes and the DIP Agent with respect to the DIP Super-Priority Claims, shall not be required to File a proof of Claim, and no such parties should File a proof of Claim; provided that Holders of General Unsecured Claims against Parent only shall be required to file a proof of claim pursuant to separate bar date procedures to be provided to such parties by the Debtors. Other than with respect to the General Unsecured Claims against Parent only, the Debtors do not intend to object in the Bankruptcy Court to the allowance of Claims Filed; provided, however, that the Debtors and the Reorganized Debtors, as applicable, reserve the right to object to any Claim or Equity Interest that is entitled, or deemed to be entitled, to a distribution under this Plan or is rendered Unimpaired under this Plan. Instead, the Debtors intend to make distributions, as required by this Plan, in accordance with the books and records of the Debtors. Unless disputed by a Holder of a Claim, the amount set forth in the books and records of the Debtors shall constitute the amount of the Allowed Claim of such Holder. If any such Holder of a Claim disagrees with the Debtors' books and records with respect to the Allowed amount of such Holder's Claim, such Holder must so advise the Debtors in writing, in which event the Claim shall become a Disputed Claim. The Debtors intend to attempt to resolve any such disputes consensually or through judicial means outside the Bankruptcy Court subject to the consent of the Required Consenting Noteholders. Nevertheless, the Debtors may, in their discretion and with the consent of the Required Consenting Noteholders, File with the Bankruptcy Court (or any other court of competent jurisdiction) an objection to the allowance of any Claim or any other appropriate motion or adversary proceeding with respect thereto. All such objections shall be litigated to Final Order; provided, however, that the Debtors may, with the consent of the Required Consenting Noteholders, compromise, settle, withdraw or resolve by any other method approved by the Bankruptcy Court any objections to Claims.

#### *B. No Distributions Pending Allowance*

Notwithstanding any other provision of this Plan to the contrary, no payments or distributions of any kind or nature shall be made with respect to all or any portion of a Disputed Claim unless and until all objections to such Disputed Claim have been settled (with the consent of the Required Consenting Noteholders) or withdrawn or have been determined by Final Order, and the Disputed Claim is or becomes Allowed by Final Order; provided, however, that notwithstanding the foregoing, payments or distributions under this Plan to Holders of Allowed Prepetition Notes Claims will be made in full on the Effective Date, regardless of whether such Holders hold any Disputed Claims.

#### *C. Distributions on Account of Disputed Claims Once They Are Allowed*

The Reorganized Debtors or other applicable Distribution Agent shall make distributions on account of any Disputed Claim that has become Allowed after the Effective Date at such time



that such Claim becomes Allowed (or as soon as reasonably practicable thereafter). Such distributions shall be made pursuant to the applicable provisions of Article VII of this Plan.

*D. Reserve for Disputed Claims*

The Debtors, the Reorganized Debtors, and the Distribution Agent may establish such appropriate reserves for Disputed Claims in the applicable Class(es) as they determine necessary and appropriate, in each case with the consent of the Required Consenting Noteholders or as approved by order of the Bankruptcy Court. Without limiting the foregoing, reserves (if any) for Disputed Claims shall equal, as applicable, an amount of property equal to 100% of distributions to which Holders of Disputed Claims in each applicable Class would otherwise be entitled under this Plan as of such date if such Disputed Claims were Allowed based on the Debtors' books and records; provided, however, that the Debtors and the Reorganized Debtors, as applicable, shall have the right to file a motion seeking to estimate any Disputed Claims.

## ARTICLE IX.

### CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

*A. Conditions Precedent to Confirmation*

Unless satisfied or waived pursuant to the provisions of Article IX.C hereof, the following are conditions precedent to Confirmation of this Plan.

1. This Plan and the Restructuring Documents are in form and substance reasonably acceptable to the Debtors and the Required Consenting Noteholders;
2. The Confirmation Order has been entered by the clerk of the Bankruptcy Court, and such order is in form and substance consistent in all respects with the Restructuring Term Sheet and the Restructuring Support Agreement and otherwise reasonably acceptable to the Debtors and to the Required Consenting Noteholders; and
3. The Restructuring Support Agreement is in full force and effect and has not been validly terminated in accordance with its terms, and no event has occurred or action has been taken that, with the passage of time or the giving of notice, would permit the Required Consenting Noteholders to terminate the Restructuring Support Agreement.

*B. Conditions Precedent to Consummation*

Unless satisfied or waived pursuant to the provisions of Article IX.C hereof, the following are conditions precedent to Consummation of this Plan.

1. The Confirmation Order has become a Final Order and such order has not been amended, modified, vacated, stayed, or reversed;
2. The Bankruptcy Court has entered one or more Final Orders (which may include the Confirmation Order), in form and substance reasonably acceptable to the Debtors and Required Consenting Noteholders, authorizing the assumption, assumption and assignment and rejection of

the Executory Contracts and Unexpired Leases by the Debtors as contemplated in this Plan and the Plan Supplement;

3. This Plan and the Restructuring Documents have not been amended or modified other than in a manner in form and substance consistent in all respects with the Restructuring Term Sheet, and otherwise reasonably acceptable to the Debtors and the Required Consenting Noteholders;

4. The Restructuring Documents (including the Exit Facility Loan Documents) have been filed, tendered for delivery, and have been effectuated or executed by all Persons and Entities party thereto (as appropriate), and in each case in full force and effect, each to the extent required prior to Consummation. All conditions precedent to the effectiveness of such Restructuring Documents, including, without limitation, the Exit Facility Credit Agreements, have been satisfied or waived pursuant to the terms of such applicable Restructuring Documents (or shall be satisfied concurrently with the occurrence of the Effective Date) and such agreements have closed or shall close simultaneously with the effectiveness of this Plan;

5. The Debtors have received, or concurrently with the occurrence of the Effective Date shall receive (a) an Exit ABL Facility on terms and conditions acceptable to the Required Consenting Noteholders, and/or (b) the Exit DDTL Facility;

6. The Amended/New Corporate Governance Documents have become effective or shall become effective concurrently with the effectiveness of this Plan;

7. All consents, actions, documents, certificates and agreements necessary to implement this Plan and the transactions contemplated by this Plan have been, as applicable, obtained and not otherwise subject to unfulfilled conditions, effected or executed and delivered to the required parties and, to the extent required, filed with the applicable governmental units in accordance with applicable laws, and in each case in full force and effect;

8. All governmental approvals and consents, including Bankruptcy Court approval, that are applicable and legally required for the consummation of this Plan have been obtained, not be subject to unfulfilled conditions and be in full force and effect;

9. The New Board has been selected in accordance with the Restructuring Support Agreement;

10. The Restructuring Support Agreement is in full force and effect and has not been terminated in accordance with its terms, and no event has occurred or action has been taken that, with the passage of time or the giving of notice, would permit the Required Consenting Noteholders to terminate the Restructuring Support Agreement;

11. The Professional Fee Claim Reserve has been funded in full in Cash by the Debtors in accordance with the terms and conditions of this Plan;

12. To the extent invoiced, all Ad Hoc Noteholder Group Fees and Expenses and Prepetition Notes Indenture Trustee Fees and Expenses have been paid in full in Cash;

13. There shall be no ruling, judgment, or order issued by any Governmental Unit making illegal, enjoining or otherwise preventing or prohibiting the consummation of the Restructuring Transactions, unless such ruling, judgment, or order has been stayed, reversed or vacated within three (3) Business Days after such issuance;

14. There shall be no material litigation or investigation by any Governmental Unit involving the Debtors as of the Effective Date that has had, or would reasonably be expected to have, a material adverse effect on the business, financial condition or results of operations of the Reorganized Debtors, taken as a whole; and

15. Since the Petition Date, there shall have been no event, change, effect, occurrence, development, circumstance, condition, result, state of fact or change of fact (each, an “**Event**”) that, individually or together with all other Events, has had, or would reasonably be expected to have, a material adverse effect on either the business, operations, finances, properties, condition (financial or otherwise), assets or liabilities of the Debtors, taken as a whole, or the ability of the Debtors taken as a whole, to perform their respective obligations under, or to consummate the Restructuring Transactions; provided, however, that in no case shall any Event arising from, as a result of, or in connection with (a) the public announcement of the Restructuring Support Agreement, this Plan, or any other Restructuring Document, (b) the pursuit or public announcement of the Restructuring Transaction, (c) the commencement or prosecution of the Chapter 11 Cases, or (d) the pursuit of Confirmation or Consummation, be taken into account in determining whether there has been, or would reasonably be expected to be, a material adverse effect for purposes of this Plan.

*C. Waiver of Conditions*

Subject to section 1127 of the Bankruptcy Code, the conditions to Confirmation and Consummation of this Plan set forth in this Article IX may be waived by the Debtors, with the consent of the Required Consenting Noteholders, without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate this Plan. The failure of the Debtors or Reorganized Debtors to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each right shall be deemed an ongoing right that may be asserted at any time.

*D. Effect of Non-Occurrence of Conditions to Confirmation or Consummation*

If the Confirmation or the Consummation of this Plan does not occur with respect to one or more of the Debtors, then this Plan shall, solely with respect to such applicable Debtor or Debtors, be null and void in all respects and nothing contained in this Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims against or Equity Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any Holders or any other Person or Entity; (3) constitute an Allowance of any Claim or Equity Interest; or (4) constitute an admission, acknowledgment, offer or undertaking by the Debtors, any Holders or any other Person or Entity in any respect.

## ARTICLE X.

### RELEASE, DISCHARGE, INJUNCTION AND RELATED PROVISIONS

#### A. *General*

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases and other benefits provided under this Plan, upon the Effective Date, the provisions of this Plan shall constitute a good faith compromise and settlement of all Claims and Equity Interests and controversies resolved pursuant to this Plan. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Equity Interests and controversies, as well as a finding by the Bankruptcy Court that any such compromise or settlement is in the best interests of the Debtors, their Estates, and any Holders of Claims or Equity Interests and is fair, equitable and reasonable.

Notwithstanding anything contained herein to the contrary, the allowance, classification and treatment of all Allowed Claims and Equity Interests and their respective distributions (if any) and treatments hereunder, takes into account the relative priority and rights of the Claims and the Equity Interests in each Class in connection with any contractual, legal and equitable subordination rights relating thereto whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code or otherwise. As of the Effective Date, any and all contractual, legal and equitable subordination rights, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code or otherwise, relating to the allowance, classification and treatment of all Allowed Claims and Equity Interests and their respective distributions (if any) and treatments hereunder, are settled, compromised, terminated and released pursuant hereto; provided, however, that nothing contained herein shall preclude any Person or Entity from exercising their rights pursuant to and consistent with the terms of this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan.

#### B. *Release of Claims and Causes of Action*

1. **Release by the Debtors and their Estates.** Pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, and except as otherwise expressly provided in this Plan, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, the Debtors and the Reorganized Debtors, in their respective individual capacities and as debtors-in-possession, and on behalf of themselves and their respective Estates, including, without limitation, any successor to the Debtors or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code (collectively, the "**Debtor Releasing Parties**"), shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Debtor Releasing Parties) and their respective assets and properties (the "**Debtor Release**") from any and all Claims, interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies,

and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors (including the management, ownership or operation thereof) or their Affiliates, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, this Plan, the Plan Supplement, the Restructuring Support Agreement, the Restructuring Documents, the Prepetition Debt Documents, and the DIP Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation, preparation dissemination, entry into, or filing of the Restructuring Support Agreement, this Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, the Prepetition Debt Documents, the DIP Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of this Plan, the solicitation of votes on this Plan or the issuance or distribution of Plan Securities pursuant to this Plan that such Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) or that any Holder of a Claim or Equity Interest or other Person or Entity would have been legally entitled to assert for, or on behalf or in the name of, any Debtor, its respective Estate or any Reorganized Debtor (whether directly or derivatively) against any of the Released Parties; provided, however, that the foregoing provisions of this Debtor Release shall not operate to waive or release (i) the rights of such Debtor Releasing Party to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan (including, without limitation, the Exit Facility Loan Documents) or assumed or assumed and assigned, as applicable, pursuant to this Plan or pursuant to a Final Order of the Bankruptcy Court, (ii) any Causes of Action arising from willful misconduct, fraud, or gross negligence, in each case as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction, and (iii) any claims against the Excluded Parties. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity and the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Article X.B shall or shall be deemed to (i) prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person or Entity that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors and/or (ii) operate as a release or waiver of any Intercompany Claims, in each case unless otherwise expressly provided for in this Plan.



Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the Claims released by the Debtor Release; (iii) in the best interest of the Debtors and their Estates; (iv) fair, equitable and reasonable; (v) given and made after due notice and opportunity for hearing; and (vi) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any claim or Cause of Action released pursuant to the Debtor Release.

2. **Release By Third Parties.** Except as otherwise expressly provided in this Plan, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor Releasing Parties above, each Non-Debtor Releasing Party (together with the Debtor Releasing Parties, the "**Releasing Parties**") shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Non-Debtor Releasing Parties) and their respective assets and properties (the "**Third Party Release**") from any and all Claims, interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors (including the management, ownership or operation thereof) or their Affiliates, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, this Plan, the Plan Supplement, the Restructuring Support Agreement, the Restructuring Documents, the Prepetition Debt Documents, and the DIP Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation, preparation, dissemination, entry into or filing of the Restructuring Support Agreement, this Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, the Prepetition Debt Documents, the DIP Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of this Plan, the solicitation of votes on this Plan or the issuance or distribution of Plan Securities pursuant to this Plan that such Non-Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties; *provided, however*, that the foregoing provisions of this Third Party Release shall not operate to waive or release (i) the rights of such Non-Debtor Releasing Party to enforce this Plan and the contracts, instruments,

releases, indentures, and other agreements or documents delivered under or in connection with this Plan (including, without limitation, the Exit Facility Loan Documents) or assumed or assumed and assigned, as applicable, pursuant to this Plan or pursuant to a Final Order of the Bankruptcy Court or (ii) any Causes of Action arising from willful misconduct, fraud, or gross negligence, in each case as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity and the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third Party Release.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third Party Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Third Party Release is: (i) consensual; (ii) essential to the confirmation of this Plan; (iii) in exchange for the good and valuable consideration provided by the Released Parties; (iv) a good faith settlement and compromise of the Claims released by the Third Party Release; (v) in the best interest of the Debtors and all Holders of Claims and Equity Interests; (vi) fair, equitable and reasonable; (vii) given and made after due notice and opportunity for hearing; and (viii) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third Party Release.

*C. Waiver of Statutory Limitations on Releases*

Each of the Releasing Parties in each of the releases contained above expressly acknowledges that although ordinarily a general release may not extend to Claims which the Releasing Party does not know or suspect to exist in its favor, which if known by it may have materially affected its settlement with the party released, they have carefully considered and taken into account in determining to enter into the above releases the possible existence of such unknown losses or claims. Without limiting the generality of the foregoing, each Releasing Party expressly waives any and all rights conferred upon it by any statute or rule of law which provides that a release does not extend to claims which the claimant does not know or suspect to exist in its favor at the time of providing the release, which if known by it may have materially affected its settlement with the released party. The releases contained in this Plan are effective regardless of whether those released matters are presently known, unknown, suspected or unsuspected, foreseen or unforeseen.

*D. Discharge of Claims and Equity Interests*

To the fullest extent provided under section 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code, except as otherwise expressly provided by this Plan (including, without limitation, Article V.D and V.E of this Plan) or the Confirmation Order, effective as of the Effective Date, all consideration distributed under this Plan shall be in exchange for, and in complete satisfaction, settlement, discharge, and release of, all Claims, Equity Interests and Causes of Action of any kind or nature whatsoever against the Debtors and the Reorganized Debtors or any of their respective assets or properties, including any interest accrued on such Claims or Equity



Interests from and after the Petition Date, and regardless of whether any property shall have been abandoned by order of the Bankruptcy Court, distributed or retained pursuant to this Plan on account of such Claims, Equity Interests or Causes of Action.

Except as otherwise expressly provided by this Plan (including, without limitation, Article V.D and V.E of this Plan) or the Confirmation Order, upon the Effective Date, the Debtors and their Estates shall be deemed discharged and released under and to the fullest extent provided under sections 524 and 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code from any and all Claims of any kind or nature whatsoever, including, but not limited to, demands and liabilities that arose before the Confirmation Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code. Such discharge shall void any judgment obtained against the Debtors or the Reorganized Debtors at any time, to the extent that such judgment relates to a discharged Claim.

Except as otherwise expressly provided by this Plan (including, without limitation, Article V.D and V.E of this Plan) or the Confirmation Order, upon the Effective Date: (i) the rights afforded herein and the treatment of all Claims and Equity Interests shall be in exchange for and in complete satisfaction, settlement, discharge, and release of all Claims and Equity Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtors or any of their respective assets, property, or Estates; (ii) all Claims and Equity Interests shall be satisfied, discharged, and released in full, and each of the Debtors' liability with respect thereto shall be extinguished completely without further notice or action; and (iii) all Persons and Entities shall be precluded from asserting against the Debtors, the Estates, the Reorganized Debtors, each of their respective successors and assigns, and each of their respective assets and properties, any such Claims or Equity Interests, whether based upon any documents, instruments or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date or otherwise.

#### *E. Exculpation*

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any claims or Causes of Action arising prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of this Plan, the Disclosure Statement, the Restructuring Documents, the DIP Documents, or any contract, instrument, release or other agreement or document created or entered into in connection with this Plan, including the Restructuring Support Agreement, or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or Consummation of this Plan; provided, however, that the foregoing provisions of this exculpation shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, fraud, or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of any Person or Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with this Plan or assumed pursuant to this Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon

the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions. The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity. Notwithstanding the foregoing, nothing in this Article X.E shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person or Entity that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in this Plan.

*F. Preservation of Causes of Action*

1. Maintenance of Causes of Action

Except as otherwise provided in this Article X (including, without limitation, and for the avoidance of doubt, the Releases contained in Article X.B and Exculpation contained in Article X.E hereof) or elsewhere in this Plan or the Confirmation Order, after the Effective Date, the Reorganized Debtors shall retain all rights to commence, pursue, litigate or settle, as appropriate, any and all Retained Litigation Claims, whether existing as of the Petition Date or thereafter arising, in any court or other tribunal including, without limitation, in an adversary proceeding Filed in the Chapter 11 Cases. The Reorganized Debtors, as the successors-in-interest to the Debtors and the Estates, may, and shall have the exclusive right to, enforce, sue on, settle, compromise, transfer or assign (or decline to do any of the foregoing) any or all of such Retained Litigation Claims without notice to or approval from the Bankruptcy Court.

2. Preservation of All Causes of Action Not Expressly Settled or Released

The Debtors expressly reserve all Causes of Action and Retained Litigation Claims for later adjudication by the Debtors or the Reorganized Debtors (including, without limitation, Causes of Action and Retained Litigation Claims not specifically identified or of which the Debtors may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time or facts or circumstances that may change or be different from those the Debtors now believe to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such Causes of Action or Retained Litigation Claims upon or after the Confirmation or Consummation of this Plan based on the Disclosure Statement, this Plan or the Confirmation Order, except in each case where such Causes of Action or Retained Litigation Claims have been expressly waived, relinquished, released, compromised or settled in this Plan (including, without limitation, and for the avoidance of doubt, the Releases contained in Article X.B and Exculpation contained in Article X.E hereof) or any other Final Order (including, without limitation, the Confirmation Order). In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which any of the Debtors are a plaintiff, defendant or an interested party, against any Person or Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits.

No Person or Entity may rely on the absence of a specific reference in this Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action or Retained Litigation Claim against them as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action or Retained Litigation Claim against them. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action and Retained Litigation Claim against any Person or Entity, except as otherwise expressly provided in this Plan or the Confirmation Order (including, without limitation, and for the avoidance of doubt, the Releases contained in Article X.B and Exculpation contained in Article X.E hereof).

*G. Injunction*

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER, FROM AND AFTER THE EFFECTIVE DATE, ALL PERSONS AND ENTITIES ARE, TO THE FULLEST EXTENT PROVIDED UNDER SECTION 524 AND OTHER APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, PERMANENTLY ENJOINED FROM (I) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY SUIT, ACTION OR OTHER PROCEEDING; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER; (III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE; (IV) ASSERTING A SETOFF OR RIGHT OF SUBROGATION OF ANY KIND; OR (V) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, IN EACH CASE ON ACCOUNT OF OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, EQUITY INTEREST, OR REMEDY RELEASED OR TO BE RELEASED, EXCULPATED OR TO BE EXCULPATED, SETTLED OR TO BE SETTLED OR DISCHARGED OR TO BE DISCHARGED PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER AGAINST ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED). ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASES UNDER SECTION 105 OR SECTION 362 OF THE BANKRUPTCY CODE, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE, SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE.**

*H. Binding Nature Of Plan*

**ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THIS PLAN SHALL BIND, AND SHALL BE DEEMED BINDING UPON, THE DEBTORS, THE REORGANIZED DEBTORS, ANY AND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS, ALL PERSONS AND ENTITIES THAT ARE PARTIES TO OR ARE SUBJECT TO THE SETTLEMENTS, COMPROMISES, RELEASES, EXCULPATIONS, DISCHARGES, AND INJUNCTIONS DESCRIBED IN THIS PLAN, EACH PERSON AND ENTITY ACQUIRING PROPERTY UNDER THIS PLAN, ANY AND ALL NON-DEBTOR PARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES WITH THE DEBTORS AND THE RESPECTIVE SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING, TO**

**THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING WHETHER OR NOT SUCH PERSON OR ENTITY (I) SHALL RECEIVE OR RETAIN ANY PROPERTY, OR INTEREST IN PROPERTY, UNDER THIS PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THIS PLAN, AFFIRMATIVELY VOTED TO REJECT THIS PLAN OR IS CONCLUSIVELY DEEMED TO REJECT THIS PLAN.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE INJUNCTION DOES NOT ENJOIN ANY PARTY UNDER THE RESTRUCTURING SUPPORT AGREEMENT OR THIS PLAN OR UNDER ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE INCLUDED IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN.**

*I. Protection Against Discriminatory Treatment*

To the extent provided by section 525 of the Bankruptcy Code and the Supremacy Clause of the United States Constitution, all Persons and Entities, including Governmental Units, shall not discriminate against the Reorganized Debtors or deny, revoke, suspend or refuse to renew a license, permit, charter, franchise or other similar grant to, condition such a grant to, discriminate with respect to such a grant, against the Reorganized Debtors, or another Person or Entity with whom the Reorganized Debtors have been associated, solely because any Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge) or has not paid a debt that is dischargeable in the Chapter 11 Cases.

*J. Integral Part of Plan*

Each of the provisions set forth in this Plan with respect to the settlement, release, discharge, exculpation, and injunction for or with respect to Claims and/or Causes of Action are an integral part of this Plan and essential to its implementation. Accordingly, each Person or Entity that is a beneficiary of such provision shall have the right to independently seek to enforce such provision and such provision may not be amended, modified, or waived after the Effective Date without the prior written consent of such beneficiary.

## **ARTICLE XI.**

### **RETENTION OF JURISDICTION**

Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, on and after the Effective Date, retain exclusive jurisdiction over the Chapter 11 Cases and all Persons and Entities with respect to all matters related to the Chapter 11 Cases, the Debtors and this Plan as legally permissible, including, without limitation, jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Equity Interest, including, without limitation, the

resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of any such Claim or Equity Interest;

2. grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or this Plan, for periods ending on or before the Effective Date; provided, however, that, from and after the Effective Date, the Reorganized Debtors may pay Professionals in the ordinary course of business for any work performed after the Effective Date and such payment shall not be subject to the approval of the Bankruptcy Court;

3. resolve any matters related to the assumption, assignment or rejection of any Executory Contract or Unexpired Lease and to adjudicate and, if necessary, liquidate, any Claims arising therefrom, including, without limitation, those matters related to any amendment to this Plan after the Effective Date to add Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed or rejected (as applicable);

4. resolve any issues related to any matters adjudicated in the Chapter 11 Cases;

5. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of this Plan;

6. decide or resolve any motions, adversary proceedings, contested or litigated matters and any other Causes of Action that are pending as of the Effective Date or that may be commenced in the future, and grant or deny any applications involving the Debtors that may be pending on the Effective Date or instituted by the Reorganized Debtors after the Effective Date, provided, however, that the Reorganized Debtors shall reserve the right to commence actions in all appropriate forums and jurisdictions;

7. enter such orders as may be necessary or appropriate to implement or consummate the provisions of this Plan and all other contracts, instruments, releases, indentures and other agreements or documents adopted in connection with this Plan, the Plan Supplement or the Disclosure Statement;

8. resolve any cases, controversies, suits or disputes that may arise in connection with the Consummation, interpretation or enforcement of this Plan or any Person or Entity's obligations incurred in connection with this Plan;

9. hear and determine all Causes of Action that are pending as of the Effective Date or that may be commenced in the future;

10. issue injunctions and enforce them, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person or Entity with Consummation or enforcement of this Plan;

11. enforce the terms and conditions of this Plan, the Confirmation Order, and the Restructuring Documents;

12. resolve any cases, controversies, suits or disputes with respect to the Release, the Exculpation, the indemnification and other provisions contained in Article X hereof and enter such

orders or take such others actions as may be necessary or appropriate to implement or enforce all such provisions;

13. hear and determine all Retained Litigation Claims;

14. enter and implement such orders or take such other actions as may be necessary or appropriate if the Confirmation Order is modified, stayed, reversed, revoked or vacated;

15. resolve any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, the Confirmation Order or any release or exculpation adopted in connection with this Plan; and

16. enter an order concluding or closing the Chapter 11 Cases.

Notwithstanding the foregoing, (i) any dispute arising under or in connection with any Exit Facility or any other contract or agreement binding on the Reorganized Debtors that contains provisions governing jurisdiction for litigation of disputes thereunder shall be addressed in accordance with the provisions of the applicable document and (ii) if the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in this Article of this Plan, the provisions of this Article XI shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

## ARTICLE XII.

### MISCELLANEOUS PROVISIONS

#### *A. Substantial Consummation*

“Substantial Consummation” of this Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Effective Date.

#### *B. Payment of Statutory Fees; Post-Effective Date Fees and Expenses*

All fees payable pursuant to section 1930(a) of the Judicial Code, as determined by the Bankruptcy Court at a hearing pursuant to section 1128 of the Bankruptcy Code to the extent necessary, shall be paid by each of the Debtors or the Reorganized Debtors (or the Distribution Agent on behalf of each of the Debtors or Reorganized Debtors), as applicable, for each quarter (including any fraction thereof) until the earliest to occur of the entry of (a) a final decree closing such Debtor’s Chapter 11 Case, (b) an order dismissing such Debtor’s Chapter 11 Case, or (c) an order converting such Debtor’s Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code.

The Reorganized Debtors may pay the liabilities and charges that they incur on or after the Effective Date for Professionals’ fees, disbursements, expenses, or related support services (including reasonable fees, costs and expenses incurred by Professionals relating to the preparation of interim and final fee applications and obtaining Bankruptcy Court approval thereof) in the ordinary course of business and without application or notice to, or order of, the Bankruptcy Court,



including, without limitation, the reasonable fees, expenses, and disbursements of the Distribution Agents and the fees, costs and expenses incurred by Professionals in connection with the implementation, enforcement and Consummation of this Plan and the Restructuring Documents.

*C. Statutory Committee*

On the Effective Date, the current and former members of the Committee, if any, and their respective officers, employees, counsel, advisors and agents, shall be released and discharged of and from all further authority, duties, responsibilities and obligations related to and arising from and in connection with the Chapter 11 Cases and the Committee shall dissolve. Following the completion of the Committee's remaining duties set forth above, the Committee shall be dissolved, and the retention or employment of the Committee's respective attorneys, accountants and other agents shall terminate without further notice to, or action by, any Person or Entity.

*D. Conflicts*

In the event that a provision of the Restructuring Documents or the Disclosure Statement (including any and all exhibits and attachments thereto) conflicts with a provision of this Plan or the Confirmation Order, the provision of this Plan and the Confirmation Order (as applicable) shall govern and control to the extent of such conflict. In the event that a provision of this Plan conflicts with a provision of the Confirmation Order, the provision of the Confirmation Order shall govern and control to the extent of such conflict.

*E. Modification of Plan*

Effective as of the date hereof and subject to the limitations and rights contained in this Plan: (a) the Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify this Plan prior to the entry of the Confirmation Order in a way that is in form and substance consistent in all material respects with the Restructuring Term Sheet and otherwise reasonably acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement, in accordance with section 1127(a) of the Bankruptcy Code; and (b) after the entry of the Confirmation Order, the Debtors or the Reorganized Debtors, as applicable, may, upon order of the Bankruptcy Court, amend or modify this Plan in a way that is in form and substance consistent in all material respects with the Restructuring Term Sheet and otherwise acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement, in accordance with section 1127(b) of the Bankruptcy Code or to remedy any defect or omission or reconcile any inconsistency in this Plan in such manner as may be necessary to carry out the purpose and intent of this Plan. A Holder of a Claim that has accepted this Plan shall be presumed to have accepted this Plan, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such Holder.

*F. Revocation or Withdrawal of Plan*

The Debtors reserve the right to revoke or withdraw this Plan prior to the Effective Date and/or to File subsequent chapter 11 plans, with respect to one or more of the Debtors; provided that any rights under the Restructuring Support Agreement, including any consent rights contained therein, shall remain unaffected. If the Debtors revoke or withdraw this Plan, or if Confirmation



or Consummation of this Plan does not occur with respect to one or more of the Debtors, then with respect to the applicable Debtor or Debtors for which this Plan was revoked or withdrawn or for which Confirmation or Consummation of this Plan did not occur: (1) this Plan shall be null and void in all respects; (2) any settlement or compromise embodied in this Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected by this Plan and any document or agreement executed pursuant hereto shall be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (3) nothing contained in this Plan shall: (a) constitute a waiver or release of any Claims by or against, or any Equity Interests in, the applicable Debtors or any other Person or Entity; (b) prejudice in any manner the rights of the applicable Debtors or any other Person or Entity; or (c) constitute an admission, acknowledgement, offer or undertaking of any sort by the applicable Debtors or any other Person or Entity.

*G. Successors and Assigns*

This Plan shall be binding upon and inure to the benefit of the Debtors, the Reorganized Debtors, all present and former Holders of Claims and Equity Interests, other parties-in-interest, and their respective heirs, executors, administrators, successors, and assigns. The rights, benefits, and obligations of any Person or Entity named or referred to in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor, or assign of such Person or Entity.

*H. Reservation of Rights*

Except as expressly set forth herein, this Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order and this Plan is Consummated. Neither the filing of this Plan, any statement or provision contained herein, nor the taking of any action by the Debtors or any other Person or Entity with respect to this Plan shall be or shall be deemed to be an admission or waiver of any rights of: (1) the Debtors with respect to the Holders of Claims or Equity Interests or other Person or Entity; or (2) any Holder of a Claim or an Equity Interest or other Person or Entity prior to the Effective Date.

*I. Further Assurances*

The Debtors or the Reorganized Debtors, as applicable, all Holders of Claims receiving distributions hereunder and all other Persons and Entities shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan or the Confirmation Order.

*J. Severability*

If, prior to the Confirmation Date, any term or provision of this Plan is determined by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan,

as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

*K. Service of Documents*

Any notice, direction or other communication given regarding the matters contemplated by this Plan (each, a “**Notice**”) must be in writing, sent by personal delivery, electronic mail, courier or facsimile and addressed as follows:

**If to the Debtors:**

Superior Energy Services, Inc.  
1001 Louisiana Street, Suite 2900  
Houston, Texas 77002  
Attn: William B. Masters  
Email: bill.masters@superiorenergy.com

with a copy to:

Latham & Watkins LLP  
885 Third Avenue  
New York, NY 10022  
Attn: Keith A. Simon and George Klidonas  
Direct Dial: (212) 906-1200  
Fax: (212) 751-4864  
Email: keith.simon@lw.com and george.klidonas@lw.com

**If to the Ad Hoc Noteholder Group:**

Davis Polk & Wardwell LLP  
405 Lexington Ave.  
New York, NY 10017  
Attn: Damian S. Schaible and Adam L. Shpeen  
Direct Dial: (212) 450-4000  
Fax: (212) 701-5800  
Email: damian.schaible@davispolk.com and  
adam.shpeen@davispolk.com

A Notice is deemed to be given and received (a) if sent by personal delivery or courier, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day, or (b) if sent by facsimile, on the Business Day following the date of confirmation of transmission by the originating facsimile, or (c) if sent by electronic mail, when the sender receives an email from the recipient acknowledging receipt, provided that an automatic “read receipt” does not constitute acknowledgment of an email for purposes of this Section. Any party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any element of a party’s address that is not specifically changed in a Notice shall be assumed not to be changed. Sending a copy of a Notice to a party’s legal counsel as contemplated above is for information purposes only and does not

constitute delivery of the Notice to that party. The failure to send a copy of a Notice to legal counsel does not invalidate delivery of that Notice to a party.

*L. Exemption from Transfer Taxes Pursuant to Section 1146(a) of the Bankruptcy Code*

Pursuant to and to the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any issuance, transfer, or exchange of a security, or the making or delivery of an instrument of transfer of property, pursuant to or in connection with this Plan or the Restructuring Documents shall not be subject to any Stamp or Similar Tax or governmental assessment in the United States or by any other Governmental Unit, and the Confirmation Order shall direct the appropriate federal, state or local (domestic or foreign) governmental officials or agents to forgo the collection of any such Stamp or Similar Tax or governmental assessment and to accept for filing and recordation instruments or other documents evidencing such action or event without the payment of any such Stamp or Similar Tax or governmental assessment. Such exemption specifically applies, without limitation, to (i) all actions, agreements and documents necessary to evidence and implement the provisions of, transactions contemplated by and the distributions to be made under this Plan or the Restructuring Documents, (ii) the issuance and distribution of the New Common Stock or Plan Securities and Documents, and (iii) the maintenance or creation of security interests or any Lien as contemplated by this Plan or the Restructuring Documents.

*M. Governing Law*

Except to the extent that the Bankruptcy Code, the Bankruptcy Rules or other federal law is applicable, or to the extent that a Restructuring Document or an exhibit or schedule to this Plan provides otherwise, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, the laws of New York, without giving effect to the principles of conflicts of law of such jurisdiction.

*N. Tax Reporting and Compliance*

The Reorganized Debtors are hereby authorized, on behalf of the Debtors, to request an expedited determination under section 505(b) of the Bankruptcy Code of the tax liability of the Debtors for all taxable periods ending after the Petition Date through and including the Effective Date.

*O. Exhibits and Schedules*

All exhibits and schedules to this Plan, including the Exhibits and Plan Schedules, are incorporated herein and are a part of this Plan as if set forth in full herein.

*P. No Strict Construction*

This Plan is the product of extensive discussions and negotiations between and among, *inter alia*, the Debtors, the Consenting Noteholders, and their respective professionals. Each of the foregoing was represented by counsel of its choice who either participated in the formulation and documentation of, or was afforded the opportunity to review and provide comments on, this Plan, the Disclosure Statement, the Exhibits and the Plan Schedules, and the agreements and documents ancillary or related thereto. Accordingly, unless explicitly indicated otherwise, the general rule of contract construction known as “*contra proferentem*” or other rule of strict

construction shall not apply to the construction or interpretation of any provision of this Plan, the Disclosure Statement, the Exhibits or the Plan Schedules, or the documents ancillary and related thereto.

*Q. Entire Agreement*

Except as otherwise provided herein or therein, this Plan and the Restructuring Documents supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan and the Restructuring Documents.

*R. Closing of Chapter 11 Cases*

The Reorganized Debtors shall, promptly after the full administration and Consummation of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

*S. 2002 Notice Parties*

After the Effective Date, the Debtors and the Reorganized Debtors, as applicable, are authorized to limit the list of Persons and Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Persons and Entities who have Filed a renewed request after the Confirmation Hearing to receive documents pursuant to Bankruptcy Rule 2002.

Dated: December 7, 2020

Respectfully submitted,

SUPERIOR ENERGY SERVICES, INC. AND  
ITS AFFILIATE DEBTORS

By: /s/ Westervelt T. Ballard

Title: Chief Financial Officer

**Exhibit B**

Restructuring Support Agreement

## **AMENDED AND RESTATED RESTRUCTURING SUPPORT AGREEMENT**

This Amended and Restated Restructuring Support Agreement (the “**A&R RSA**”), dated as of December 4, 2020, is entered into by and among (i) Superior Energy Services, Inc. (“**Parent**”), (ii) each direct and indirect wholly-owned, domestic subsidiary of Parent party hereto (each an “**SPN Subsidiary**,” and together with Parent, the “**Company**”), and (iii) the Noteholders (as defined below) party hereto (the “**Consenting Noteholders**” and, together with the Company, the “**Parties**” and each a “**Party**”) and amends and restates the Restructuring Support Agreement (the “**Original RSA**”) dated as of September 29, 2020 (the “**Agreement Effective Date**”), by and among the Parties (as amended by that certain First Amendment to Restructuring Support Agreement dated as of October 14, 2020 (the “**First Amendment**”), that certain Second Amendment to Restructuring Support Agreement dated as of October 22, 2020 (the “**Second Amendment**”) this A&R RSA, and as amended, restated, supplemented or otherwise modified from time to time, the “**Agreement**”).

### **RECITALS**

WHEREAS, reference is made to that certain Fifth Amended and Restated Credit Agreement, dated as of October 20, 2017 (as amended, restated, modified, supplemented or replaced from time to time), by and among SESI, L.L.C., a Delaware limited liability company and a wholly owned subsidiary of Parent (“**SESI**”), as borrower, Parent and the other guarantors party thereto from time to time, JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, together with any successor agent, the “**ABL Agent**”), and the lenders party thereto from time to time (the “**ABL Lenders**,” such agreement, the “**ABL Agreement**,” and such facility, the “**ABL Facility**”). Any and all claims and obligations arising under or in connection with the ABL Agreement and related loan documents are defined herein as the “**ABL Claims**.” As of the date hereof, the ABL Facility had an aggregate outstanding principal amount of \$48,477,076 in the form of letters of credit (the “**Aggregate Outstanding ABL Amount**”), plus any accrued but unpaid interest, fees, costs, expenses, and other amounts payable thereunder in accordance with the terms of the ABL Agreement;

WHEREAS, reference is made to (a) that certain Indenture, dated as of December 6, 2011 (as amended, restated, modified, supplemented or replaced from time to time, the “**2021 Indenture**”), by and among SESI, as issuer, each of the guarantors party thereto from time to time, The Bank of New York Mellon Trust Company, N.A., as trustee (in such capacity, together with any successor trustee thereto, the “**2021 Notes Trustee**”), and the noteholders party thereto from time to time (the “**2021 Noteholders**”), governing the issuance of the 7.125% Senior Notes due 2021 (the “**2021 Notes**”), and (b) that certain Indenture, dated as of August 17, 2017 (as amended, restated, modified, supplemented or replaced from time to time, the “**2024 Indenture**” and, together with the 2021 Indenture, the “**Indentures**”), by and among SESI, as issuer, each of the guarantors party thereto from time to time, The Bank of New York Mellon Trust Company, N.A., as trustee (in such capacity, together with any successor trustee thereto, the “**2024 Notes Trustee**”, and, together with the 2021 Notes Trustee, the “**Notes Trustee**”), and the noteholders party thereto from time to time (the “**2024 Noteholders**” and, together with the 2021 Noteholders, the “**Noteholders**”) governing the issuance of the 7.750% Senior Notes due 2024 (the “**2024 Notes**”



and, together with the 2021 Notes, the “**Notes**”). Any and all claims and obligations arising under or in connection with either Indenture are defined herein as the “**Notes Claims**.” As of the date hereof, the Notes had an aggregate outstanding principal amount of \$1,300,000,000 (the “**Aggregate Outstanding Notes Amount**”), plus any accrued but unpaid interest, fees, costs, expenses, and other amounts payable thereunder in accordance with the terms of the Indentures;

WHEREAS, the Parties have engaged in good faith, arm’s length negotiations regarding the terms of this Agreement and the principal terms of a restructuring that is contemplated to be consummated through a chapter 11 plan of reorganization, pursuant to which the Company will seek to restructure its debt obligations and capital structure and to recapitalize the Company in accordance with the terms and conditions set forth in a plan of reorganization conforming in all material respects to the plan of reorganization attached hereto as Exhibit A (as the same may be amended, modified, or supplemented from time to time in accordance with the terms hereof and thereof, the “**Plan**”) and incorporated herein by reference.<sup>1</sup> The restructuring contemplated by the Plan is referred to in this Agreement as the “**Transaction**.”

WHEREAS, in furtherance of such Transaction, the Parties entered into the Existing RSA, which was amended pursuant to the First Amendment and Second Amendment thereto;

WHEREAS, Section 13 hereof permits certain modifications and amendments to the Agreement by written agreement executed by the Company Parties and the Required Consenting Noteholders;

WHEREAS, pursuant to Section 13 hereof, the Company Parties and the Noteholders party hereto, constituting the Required Consenting Noteholders, desire to further amend the Agreement to, among other things, reflect revised Transaction terms;

WHEREAS, the Company Parties and the Noteholders party hereto, constituting the Required Consenting Noteholders, desire to restate the Agreement for the convenience of the Parties to incorporate all changes to this Agreement effectuated through the First Amendment, Second Amendment and this A&R RSA; and

WHEREAS, the Consenting Noteholders party to the Original RSA shall remain and be bound by this Agreement in all respects.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the promises, covenants, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which

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<sup>1</sup> Capitalized terms used but not otherwise defined herein have the meaning given them in the Plan.

are hereby acknowledged, the Parties, intending to be legally bound by this Agreement, agree as follows:

1. The Transaction

Subject to the terms and conditions of this Agreement and the exhibits attached hereto, the Parties agree as follows during the RSA Time Period (as defined below):

a. Generally. Each of the Parties will use commercially reasonable efforts to cause to occur and cooperate in the prompt consummation of the Transaction on terms and conditions consistent in all material respects with the Plan and this Agreement. Each of the Parties shall also cooperate with each other in good faith and shall use commercially reasonable efforts to coordinate their activities in connection with all matters concerning the pursuit, implementation, and consummation of the Transaction. The agreements, representations, warranties, covenants, and obligations of each Consenting Noteholder under or in connection with this Agreement are several and not joint in all respects, even if such agreement, representation, warranty, covenant or obligation is phrased as if given or owed by the Consenting Noteholders collectively. The agreements, covenants, and obligations of each Party under this Agreement are conditioned upon and subject to the terms and conditions of the Transaction and the Definitive Documents (as defined below) being consistent in all material respects with the Plan.

b. Form of Transaction. The Transaction shall be effectuated through prepackaged jointly administered voluntary cases to be commenced by the Company (the “**Chapter 11 Cases**”) under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “**Bankruptcy Court**”) that shall contemplate a chapter 11 plan of reorganization that is consistent in all material respects with the terms and conditions of the Plan.

2. Agreement Effective Date

The Agreement, as presently amended, shall become effective and binding on the Parties upon execution by (a) the Company Parties and (b) the Required Consenting Noteholders. As used herein, the term “**RSA Time Period**” means the time period commencing on the Agreement Effective Date or, with respect to a Consenting Noteholder that became, or becomes, a Consenting Noteholder by executing a Joinder (as defined below) to this Agreement after the Agreement Effective Date, the date of such Joinder or execution, and ending on the Agreement Termination Date (as defined below).

3. All Parties: Implementation of the Transaction

a. Subject to the terms and conditions of this Agreement and the exhibits attached hereto, each Party hereby covenants and agrees as follows during the RSA Time Period:

(1) to negotiate in good faith the definitive documents implementing, achieving or relating to the Transaction or described in or contemplated by this Agreement or the Plan (collectively, such definitive documents, the “**Definitive Documents**”),

including, but not limited to, the Plan (and all exhibits, ballots, solicitation procedures and other documents and instruments related thereto, including any plan supplement documents), the disclosure statement used to solicit votes on the Plan (the “**Disclosure Statement**”), the motion seeking approval of the Disclosure Statement, the order approving the Disclosure Statement, the Plan solicitation procedures and the solicitation of the Plan, the order of the Bankruptcy Court confirming such Plan (the “**Plan Confirmation Order**”), the documents and agreements for the governance of the Reorganized Company,<sup>2</sup> including any shareholders’ agreements and certificates of incorporation (the “**New Organizational Documents**”), any management incentive plan and related documents or agreements, a DIP financing credit agreement and related documentation, any motion seeking approval of any DIP financing or use of cash collateral, any and all documentation required to implement, issue, and distribute the new equity of the Reorganized Company, any and all documentation related to the ABL Agreement and the ABL Facility, any and all documentation related to any Delayed-Draw Term Loan Facility, any and all documentation related to the Equity Rights Offering, and any motion seeking approval thereof, any bar date motion or similar motion and related proposed order seeking to establish dates or deadlines for the filing of proofs of claim, any “first day” pleadings and all orders sought pursuant thereto to be filed by the Company in connection with the Chapter 11 Cases, and any material (with materiality determined in the reasonable discretion of the advisors to that certain ad hoc group of Consenting Noteholders represented by Davis Polk & Wardwell LLP (the “**Ad Hoc Group**”) in consultation with the Company’s advisors) chapter 11 motions, orders and related documents, including, but not limited to, exit financing documents, cash collateral orders and related budgets, and all related agreements, documents, exhibits, annexes and schedules thereto;

(2) to promptly execute and deliver (to the extent they are a party thereto), and otherwise support the prompt consummation of the transactions contemplated by, the Definitive Documents; and

(3) not object to, delay, impede, commence any proceeding, or take any other action to interfere, directly or indirectly, in any material respect with the prompt consummation of the Transaction (or instruct, direct, encourage or support any person or entity to do any of the foregoing).

b. The Definitive Documents that are not executed or in a form attached to this Agreement as of the Agreement Effective Date (or the date of any amendment hereto) remain subject to negotiation and completion. Upon completion, the Definitive Documents and every other document, deed, agreement, filing, notification, letter, or instrument related to the Transaction shall contain terms, conditions, representations, warranties, and covenants not inconsistent with the terms of this Agreement, as they may be modified, amended, or supplemented in accordance with Section 13. The terms and conditions of the Definitive Documents shall be consistent in all material respects with the Plan and at all times reasonably acceptable to the Company and, as of the date of determination, at least three unaffiliated Consenting Noteholders who executed this Agreement on the Agreement Effective Date holding at least 66.6% of the

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<sup>2</sup> The term “**Reorganized Company**” means the Company from and after the effective date of the Plan, as reorganized under and pursuant to the Plan, including any successor thereto (to the extent applicable), by merger, consolidation, transfer of all or substantially all its assets or otherwise.

aggregate principal amount of Notes held by all Consenting Noteholders who executed this Agreement on the Agreement Effective Date (the “**Required Consenting Noteholders**”).

c. In the case of Definitive Documents that the Company intends to file with the Bankruptcy Court, the Company acknowledges and agrees that they will provide advance draft copies of such Definitive Documents to the counsel to the Ad Hoc Group at least three (3) business days prior to the date when the Company intends to file such Definitive Documents; provided, that if three (3) business days in advance is not reasonably practicable, such Definitive Document shall be delivered as soon as reasonably practicable prior to filing, but in no event later than one (1) business day in advance of any filing thereof unless exigent circumstances require otherwise.

#### 4. Milestones

a. The Company shall, during the RSA Time Period, fully comply with the following milestones (the “**Milestones**”) unless extended or waived in writing by the Required Consenting Noteholders:

- (1) no later than December 6, 2020, the Company shall commence solicitation of votes on the Plan;
- (2) no later than December 7, 2020, the Company shall have commenced the Chapter 11 Cases (the “**Petition Date**”);
- (3) no later than December 7, 2020, the Company shall have filed the Plan, the Disclosure Statement and a motion seeking to schedule a combined hearing on the Plan and Disclosure Statement (the “**Combined Hearing Motion**”);
- (4) no later than December 11, 2020, the Bankruptcy Court shall have entered an order granting the relief requested in the Combined Hearing Motion;
- (5) no later than January 25, 2021, the Bankruptcy Court shall have entered the Plan Confirmation Order and an order approving the Disclosure Statement (which order may be the Plan Confirmation Order); and
- (6) no later than February 1, 2021, the effective date of the Plan (the “**Plan Effective Date**”) shall have occurred.

#### 5. Support of the Transaction

a. Consenting Noteholders Support. Subject to the terms and conditions of this Agreement and the exhibits attached hereto, each Consenting Noteholder severally, and not jointly, agrees that, during the RSA Time Period, it will:

- (i) upon reasonable request, give any notice, order, instruction, or direction to the applicable Notes Trustee necessary to give effect to the Transaction;

(ii) prior to the Petition Date, not accelerate the Notes Claims, not commence an involuntary bankruptcy case against the Company, and not take any enforcement action or otherwise exercise any remedy against the Company;

(iii) not object to, or otherwise commence any proceeding to oppose (and not instruct or direct the Notes Trustee, as applicable, to object to, or otherwise commence any proceeding to oppose) the Transaction, the confirmation or consummation of the Plan, or approval of the Disclosure Statement;

(iv) not take any action (and not instruct or direct the Notes Trustee, as applicable, to take any action), including, without limitation, initiating or joining in any legal proceeding or filing any pleading, that is inconsistent with its obligations under this Agreement;

(v) provided that such Consenting Noteholder has been solicited in accordance with Sections 1125 and 1126 of the Bankruptcy Code, if applicable, and other applicable law, vote all claims (as defined in Section 101(5) of the Bankruptcy Code) beneficially owned by such Consenting Noteholder, or for which it is the nominee, investment manager, or advisor for beneficial holders thereof, in favor of the Transaction (and to accept the Plan) and in favor of the releases, indemnity and exculpation provided under the Plan in accordance with the applicable procedures set forth in the Disclosure Statement and accompanying voting materials, and return a duly-executed ballot in connection therewith no later than the applicable deadline set forth in the Disclosure Statement;

(vi) other than in connection with or in furtherance of the Transaction, not actively seek, solicit, or support any Alternative Transaction (as defined below);

(vii) not change, withdraw or revoke (or seek to change, withdraw or revoke) any vote to accept the Plan;

(viii) not “opt out” of or object to any releases, indemnity or exculpation provided under the Plan (and to the extent required by such ballot, affirmatively “opt in” to such releases, indemnity and exculpation) and not elect the Cash Payout pursuant to the Plan; and

(ix) not support or vote in favor (or instruct or direct the Notes Trustee, as applicable, to support or vote in favor) of any plan of reorganization or liquidation proposed or filed, or to be proposed or filed, in the Chapter 11 Cases other than the Plan.

Notwithstanding the foregoing, nothing herein shall require any Consenting Noteholder to incur any expenses, liabilities, or other obligations, or to agree to any commitments, undertakings, concessions, indemnities, or other arrangement that could result in expenses, liabilities, or other obligations, in each case, other than to the extent contemplated by this Agreement or the Plan.

b. Service on Committee. Notwithstanding anything in this Agreement to the contrary, if any Consenting Noteholder is appointed to or serves on a committee in the Chapter 11 Cases, the terms of this Agreement shall not be construed to limit its exercise of fiduciary duties in its role as a member of such committee, and any exercise of such fiduciary duties shall not be deemed to constitute a breach of the terms of this Agreement; provided, however, that service as a member of a committee shall not relieve such Consenting Noteholder of its obligations to affirmatively support, and vote to accept, the Plan, on the terms and conditions set forth herein; provided, further, that nothing in this Agreement shall be construed as requiring any Consenting Noteholder to serve on any committee in the Chapter 11 Cases.

c. Other Rights Reserved. Unless expressly limited herein, nothing contained herein shall limit the ability of a Consenting Noteholder to (i) consult with the Company or any other Party (or any of their respective professionals or advisors) or (ii) appear and be heard concerning any matter arising in the Chapter 11 Cases; provided, that such consultation or appearance is not inconsistent with such Party's covenants and obligations under this Agreement. Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall (i) prevent any Consenting Noteholder from enforcing this Agreement or contesting whether any matter, fact or thing is a breach of, or is inconsistent with this Agreement, (ii) subject to its agreements and covenants contained in Section 5 above, be construed to limit any Consenting Noteholder's rights under the applicable Indenture(s), (iii) impair or waive the rights of any Consenting Noteholder to assert or raise any objection permitted under this Agreement in connection with any hearing on confirmation of the Plan or in the Bankruptcy Court, (iv) prevent any Consenting Noteholder from taking any action that is required by applicable law, or (v) require any Consenting Noteholder to take any action that is prohibited by applicable law or to waive or forego the benefit of any applicable legal privilege (*provided, however,* that if any Consenting Noteholder proposes to take any action that is otherwise inconsistent with this Agreement in order to comply with applicable law, such Consenting Noteholder shall provide at least three (3) business days' advance notice to the Company to the extent the provision of notice is practicable under the circumstances).

## 6. Company's Obligations to Support the Transaction

a. Subject to the terms and conditions of this Agreement and the exhibits attached hereto, the Company shall, subject to its applicable fiduciary duties and during the RSA Time Period:

(i) support the Transaction within the timeframes outlined herein and in the Definitive Documents, as applicable, and on terms and conditions consistent in all respects with this Agreement and the Plan;

(ii) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Transaction contemplated in this Agreement, support and take all steps reasonably necessary and desirable to address such impediment;



(iii) obtain any and all required regulatory and/or third-party approvals for the Transaction as expeditiously as practicable (if any, and to the extent such approvals are not overridden by the Bankruptcy Code);

(iv) negotiate in good faith and use commercially reasonable efforts to execute and deliver the Definitive Documents and any other required agreements to effectuate and consummate the Transaction as contemplated by this Agreement;

(v) actively oppose and object to the efforts of any person seeking to object to, delay, impede, or take any other action to interfere with the acceptance, implementation, or consummation of the Transaction (including, if applicable, the filing of timely filed objections or written responses) to the extent such opposition or objection is reasonably necessary or desirable to facilitate implementation of the Transaction;

(vi) comply with each Milestone set forth in this Agreement;

(vii) not later than 24 hours after receipt, provide copies of any term sheets, offers, letters, or other proposals received by the Company or its advisors, whether solicited or unsolicited, for, in connection with, or related to any commitment to provide ABL financing, cash flow revolver, or other revolving credit or similar working capital financing to the Reorganized Company (the “**ABL Financing Commitment**”), and provide, upon reasonable request from advisors to the Ad Hoc Group, detailed updates regarding the status of the Company’s process for obtaining an ABL Financing Commitment;

(viii) not later than 6:00 p.m. (prevailing New York City time) on each Wednesday, beginning with the week ended October 9th, provide a 13-Week Forecast covering the 13-week period beginning on such calendar week, together with a variance report (a “**Variance Report**”) in form and level of detail reasonably satisfactory to the Required Consenting Noteholders and their advisors reconciling the applicable 13-Week Forecast to the actual sources and uses of cash for the rolling four-week period (or, if a four-week period has not elapsed since the Agreement Effective Date, the cumulative period since the Agreement Effective Date) most recently ended on the last Friday prior to the delivery of each Variance Report (a) showing, for such periods, actual results for the following items: (i) cash receipts, (ii) operating disbursements, (iii) payroll, (iv) capital expenditures, (v) operating cash flow, (vi) non-operating disbursements and (vii) net cash flow; (b) noting a line-by-line reconciliation of variances from values set forth for such periods in the relevant 13-Week Forecast; and (c) providing an explanation for all material variances;

(ix) at its own expense, facilitate and hold calls between the Consenting Noteholders, their advisors, and members of the Company’s executive management team and/or their advisors not less than on a bi-weekly basis;

(x) not take any action that is inconsistent with, or is intended or is reasonably likely to interfere with or impede or delay consummation of, the Transaction;



(xi) not file or otherwise pursue a chapter 11 plan or any other Definitive Document that is inconsistent with the terms of this Agreement and the Plan;

(xii) except as contemplated by this Agreement or any Definitive Documents, not (a) operate its business outside the ordinary course, taking into account the Transaction, without the consent of the Consenting Noteholders or (b) transfer any material asset or right of the Company or any material asset or right used in the business of the Company to any person or entity outside the ordinary course of business;

(xiii) maintain the good standing and legal existence of each Company entity under the Laws of the state in which it is incorporated, organized or formed;

(xiv) not grant or agree to grant any additional or any increase in the wages, salary, bonus, commissions, retirement benefits, pension, severance or other compensation or benefits (including in the form of any vested or unvested equity interests of any other kind or nature) of any director, manager, officer or employee of, or any consultant or advisor that is retained or engaged by the Company except in the ordinary course of business, or grant or agree to grant, pursuant to a key employee retention or incentive plan or other similar agreement, any additional or any increase in the wages, salary, bonus or other compensation;

(xv) not enter into, adopt or establish any new compensation or benefit plans or arrangements (including employment agreements and any retention, success or other bonus plans), or amend or terminate any existing compensation or benefit plans or arrangements (including employment agreements);

(xvi) not make or change any tax election (including, with respect to any Company entity that is treated as a partnership or disregarded entity for U.S. federal income tax purposes, an election to be treated as a corporation for U.S. federal income tax purposes), file any amended U.S. federal or state or local income tax return, enter into any closing agreement with respect to material taxes, consent to any extension or waiver of the limitations period applicable to any material tax claim or assessment, change any accounting methods, practices or periods for tax purposes, make or request any tax ruling, enter into any tax sharing or similar agreement or arrangement, or settle any tax material claim or assessment, or take or fail to take any action outside the ordinary course of business (except as contemplated by this Agreement or any Definitive Documents) if such action or failure to act would cause a change to the tax status of the Company or be expected to cause, individually or in the aggregate, a material adverse tax consequence to the Company, in each case, unless the Company has received the consent of the Required Consenting Noteholders;

(xvii) not allow or permit any of their respective material permits to lapse, expire, terminate or be revoked, suspended or modified, or to suffer any material fine, penalty or other sanctions related to any of their respective permits;

(xviii) other than in the ordinary course of business, not (A) enter into any contract which, if existing as of the date of this Agreement, would constitute a material contract had it been entered into prior to the date of this Agreement, or (B) amend, supplement, modify or terminate any material contract;

(xix) not engage in any merger, consolidation, material disposition, material acquisition, investment, dividend, incurrence of indebtedness or other similar transaction in each case outside of the ordinary course of business, other than the transactions contemplated herein and on the terms hereof;

(xx) not enter into, amend, or terminate any engagement letter or retention agreement with any professional, advisor, attorney, agent, banker, or other retained professional, without the consent of the Required Consenting Noteholders, which consent shall not be unreasonably withheld, conditioned or delayed;

(xxi) not pay any discretionary fee payable under that certain engagement letter between Ducera Partners LLC and Johnson Rice & Company L.L.C. and Latham & Watkins LLP, dated as of May 21, 2020, without the consent of the Required Consenting Noteholders;

(xxii) (i) on the date hereof, pay all reasonable and documented fees and expenses of Davis Polk & Wardwell LLP, Evercore Group L.L.C., Porter Hedges LLP, and any other advisors retained by the Ad Hoc Group (collectively, the “**Restructuring Expenses**”), accrued but unpaid as of such date (to the extent invoiced), and fund or replenish, as the case may be, any retainers reasonably requested by any of the foregoing professionals as of such date; (ii) after the Agreement Effective Date, pay all accrued but unpaid Restructuring Expenses on a regular and continuing basis (to the extent invoiced); and (iii) on the Plan Effective Date, so long as this Agreement has not been terminated as to all Parties, pay all accrued and unpaid Restructuring Expenses incurred up to (and including) the Plan Effective Date (to the extent invoiced), without any requirement for Bankruptcy Court review or further Bankruptcy Court order;

(xxiii) as soon as reasonably practicable, notify counsel to the Ad Hoc Group of any governmental or third party complaints, litigations, investigations, or hearings (or communications indicating that the same may be contemplated or threatened) that would prevent, hinder, or delay the consummation of the transactions contemplated in this Agreement or the Plan by furnishing written notice to counsel to the Ad Hoc Group within two (2) business days of actual knowledge of such event;

(xxiv) as soon as reasonably practicable, notify counsel to the Ad Hoc Group of any material breach by the Company in respect of any of the obligations, representations, warranties, or covenants set forth in this Agreement by furnishing written notice to counsel to the Ad Hoc Group within three (3) business days of actual knowledge of such breach;

(xxv) other than in connection with or in furtherance of the Transaction, not actively seek, solicit, or support any (i) competing plan of reorganization

or other financial and/or corporate restructuring of the Company, (ii) issuance, sale or other disposition of any equity or debt interests, or any material assets, of the Company, or (iii) merger, consolidation, business combination, liquidation, recapitalization, refinancing or similar transaction involving the Company (each, an “**Alternative Transaction**”), and if the Company receives an unsolicited bona fide proposal or expression of interest in undertaking an Alternative Transaction that the boards of directors, members, or managers (as applicable) of the Company, determine in their good-faith judgment provides a higher or better economic recovery to the Company’s creditors than that set forth in this Agreement and such Alternative Transaction is from a proponent that the boards of directors, members, or managers (as applicable) of the Company have reasonably determined is capable of timely consummating such Alternative Transaction, the Company will, within 24 hours of the receipt of such proposal or expression of interest, notify counsel to the Ad Hoc Group of the receipt thereof, with such notice to include the material terms thereof, including the identity of the person or group of persons involved; provided that such information remains confidential and is treated on a “professional’s eyes only” basis in accordance with the confidentiality agreement between the Company and counsel to the Ad Hoc Group; and

(xxvi) in the event that the SPN Filing Entities enter into any DIP financing agreement, deliver to the legal and financial advisors to the Ad Hoc Group any notices, reports, or other deliverables required to be delivered to the agent or lenders under such DIP financing agreement at the time such notices, reports, or other deliverables are required to be delivered under such DIP financing agreement.

b. Other Rights Reserved. Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall (i) prevent the Company from enforcing this Agreement or contesting whether any matter, fact or thing is a breach of, or is inconsistent with this Agreement; (ii) prevent the Company from taking any action that is required by applicable law or to waive or forego the benefit of any applicable legal privilege; or (iii) require the Company or the board of directors, board of managers, or similar governing body of the Company, after consulting with outside counsel, to take any action or to refrain from taking any action with respect to the Transaction, including terminating this Agreement pursuant to Section 7 below, to the extent taking or failing to take such action would be inconsistent with applicable law or its fiduciary obligations under applicable law, and this Section 6(b) shall not impede any Party’s right to terminate this Agreement pursuant to Section 7 below.

## 7. Termination

a. All Parties. This Agreement shall immediately and automatically terminate as to all Parties upon the earliest to occur of any of the following, without any requirement to provide notice to any other Party (the date of such termination, the “**Agreement Termination Date**”):

- (i) the Plan Effective Date;
- (ii) the date that is one hundred eighty (180) days after the Agreement Effective Date (the “**Outside Date**”), as such date may be further extended in writing from time to time by the Company and each Consenting Noteholder, if the Plan Effective Date has not occurred;
- (iii) the termination of this Agreement by the Company or the Required Consenting Noteholders; or
- (iv) the Company and the Required Consenting Noteholders mutually agree to such termination in writing.

b. The Company. The Company may terminate this Agreement by written notice to the other Parties upon the occurrence of any of the following events:

- (i) upon a material breach by any Consenting Noteholder of its obligations, representations, warranties, undertakings, commitments or covenants hereunder (a “**Defaulting Creditor**”), which breach is not cured within five (5) business days after the giving of written notice by the Company to all other Parties of a description of such breach; provided, however, the Company may not terminate this Agreement if the Consenting Noteholders that would remain party to this Agreement after excluding such Defaulting Creditor still constitute Noteholders holding at least 66 2/3% of the then outstanding aggregate principal amount of the Notes (the “**Super-Majority Noteholders**”);
- (ii) if the board of directors, members, or managers, as applicable, of the Company reasonably determines, in good faith and based upon advice of outside legal counsel, that proceeding with the Transaction would be inconsistent with the exercise of its applicable fiduciary duties;
- (iii) if the Bankruptcy Court enters an order converting one or more of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code or dismissing any of the Chapter 11 Cases; or
- (iv) if the Bankruptcy Court or other governmental authority with jurisdiction shall have issued any order, injunction or other decree or taken any other action, in each case, which has become final and non-appealable and which restrains, enjoins or otherwise prohibits the implementation of the Transaction or declares this Agreement or any material provision contained herein to be unenforceable.

c. Consenting Noteholders. The Required Consenting Noteholders may terminate this Agreement by written notice to the other Parties upon the occurrence of any of the following events:

(i) upon a material breach by the Company of its obligations, representations, warranties, undertakings, commitments or covenants hereunder, which breach is not cured within five (5) business days after the giving of written notice by the Required Consenting Noteholders to all other Parties of a description of such breach;

(ii) the occurrence of an event set forth in Section 7(b) hereof (other than Section 7(b)(i));

(iii) the failure of the Company to comply with any Milestone;

(iv) the exercise of any rights or remedies against any material assets or property of the Company as a result of the occurrence of a default or event of default under the ABL Agreement;

(v) the occurrence of an event of default under any DIP financing credit agreement or the termination of the SPN Filing Entities' consensual use of any cash collateral;

(vi) the occurrence of any event, change, effect, occurrence, development, circumstance, condition, result, state of fact or change of fact (each, an "Event") that, individually or together with all other Events, has had, or would reasonably be expected to have, a material adverse effect on either the business, operations, finances, properties, condition (financial or otherwise), assets or liabilities of the Company, taken as a whole, or the ability of the Company taken as a whole, to perform their respective obligations under, or to consummate the transactions contemplated by, this Agreement; provided, however, that in no case shall any Event arising from, as a result of, or in connection with (a) the public announcement of this Agreement, the Chapter 11 Plan, or any other Definitive Document, (b) the pursuit or public announcement of the Transaction, (c) the commencement or prosecution of the Chapter 11 Cases, or (d) the pursuit of confirmation or consummation of the Chapter 11 Plan, be taken into account in determining whether there has been, or would reasonably be expected to be, a material adverse effect for purposes of this Agreement;

(vii) if the Company (a) withdraws the Plan, (b) publicly announces their intention not to support the Transaction, or (c) publicly announces or executes a definitive written agreement with respect to an Alternative Transaction;

(viii) if (1) the Company (a) moves to voluntarily dismiss any of the Chapter 11 Cases, (b) moves for conversion of any of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, or (c) moves for appointment of a trustee, receiver, or examiner with expanded powers beyond those set forth in Section 1104(a)(3) and (4) of the Bankruptcy Code, or (2) a final order is entered by the Bankruptcy Court granting any of the relief described in clause (1) above;

(ix) if the Company files a motion or application seeking an order (a) terminating exclusivity under Section 1121 of the Bankruptcy Code or (b) rejecting this Agreement;

(x) if the Company files or otherwise makes public any of the Definitive Documents (including any modification or amendments thereto) in a form that is materially inconsistent with this Agreement;

(xi) if the Company files any motion or pleading with the Bankruptcy Court indicating its intention to support or pursue, or files with the Bankruptcy Court, any chapter 11 plan of reorganization (or related disclosure statement) that is inconsistent in any material respect with this Agreement;

(xii) if the Bankruptcy Court grants relief that is not consistent in any material respect with this Agreement or the Transaction;

(xiii) if the Company files any motion or other pleading with the Bankruptcy Court to approve or otherwise pursue an Alternative Transaction;

(xiv) if the Company enters into an Alternative Transaction or shall have publicly announced its intention to support or pursue, or entered into any agreement to support or pursue, an Alternative Transaction;

(xv) if any of the following shall have occurred: (a) the Company or any affiliate of the Company shall have filed any motion, application, adversary proceeding or cause of action (1) challenging the validity, enforceability, or seek avoidance or subordination of the Notes Claims or (2) otherwise seeking to impose liability upon the Consenting Noteholders, or (b) the Company or any affiliate of the Company shall have supported any application, adversary proceeding or cause of action referred to in the immediately preceding clause (a) filed by another person;

(xvi) if the Bankruptcy Court grants relief terminating, annulling or modifying the automatic stay (as set forth in Section 362 of the Bankruptcy Code) with regard to any assets of the Company having an aggregate fair market value in excess of \$1 million; or

(xvii) if the Bankruptcy Court or other governmental authority with jurisdiction shall have issued any order, injunction or other decree or taken any other action, in each case, which has become final and non-appealable and which restrains, enjoins or otherwise prohibits the implementation of the Transaction or declares this Agreement or any material provision contained herein to be unenforceable.

For the avoidance of doubt, any right to terminate this Agreement as to the Consenting Noteholders may be exercised only by the Required Consenting Noteholders on behalf of all Consenting Noteholders, and may not be exercised by one or more individual Consenting Noteholders not constituting the Required Consenting Noteholders.



d. Effect of Termination. If this Agreement is terminated pursuant to this Section 7, any and all further commitments, undertakings, agreements, obligations, and covenants of the applicable Parties as to whom this Agreement is terminated hereunder shall be terminated without further liability (except for such agreements, obligations, and covenants that expressly survive such termination), and each Party as to whom this Agreement is terminated shall have the rights and remedies that it would have had, had it not entered into this Agreement, and shall be entitled to take all actions, whether with respect to the Transaction or otherwise, that it would have been entitled to take had it not entered into this Agreement, including with respect to any and all Notes Claims or causes of action. Further, if this Agreement is terminated prior to the Plan Confirmation Order being entered by the Bankruptcy Court, any and all consents or ballots tendered by the Parties subject to such termination shall be deemed, for all purposes, to be null and void from the first instance and shall not be considered or otherwise used in any manner by the Parties in connection with the Transaction and this Agreement or otherwise. The Company acknowledges and agrees, and shall not dispute, that during the Chapter 11 Cases (i) the giving of notice of termination, or the exercise of the right to terminate this Agreement, by the Required Consenting Noteholders pursuant to this Agreement shall not be a violation of the automatic stay of Section 362 of the Bankruptcy Code (and the Company hereby waives, to the greatest extent possible, the applicability of the automatic stay to the giving of such notice or the exercise of such right to terminate this Agreement). Notwithstanding anything to the contrary in this Agreement, (i) no termination of this Agreement shall relieve any Party from liability for its breach or non-performance of its obligations hereunder prior to the date of such termination; (ii) the right to terminate this Agreement under this Section 7 shall not be available to any Party whose failure to fulfill any of its material obligations under this Agreement has been the cause of, or resulted in, the occurrence of the proposed termination event; and (iii) nothing in this Agreement shall be construed as prohibiting the Parties from contesting whether any such termination is in accordance with the terms or to seek enforcement of any rights under this Agreement that arose or existed before the date of such termination. Except as expressly provided in this Agreement, nothing in this Agreement is intended to, or does, in any manner waive, limit, impair, or restrict any right of the Parties to protect and reserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any other Party.

#### 8. Representations of the Company

The Company hereby jointly and severally represents and warrants to the other Parties that the following statements are true and correct in all material respects as of the date hereof:

a. Power and Authority. It has all requisite corporate, partnership, limited liability company or other organizational power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its obligations under this Agreement, including the corporate or other organizational power or authority to cause the Company to comply with this Agreement and implement the Transaction.

b. Authorization. The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary corporate, partnership, limited liability company or other organizational action on its part.



c. No Conflicts. The execution and delivery of this Agreement and the performance of its obligations hereunder do not and shall not (i) violate any provision of law, rule, or regulation applicable to it or its certificates of incorporation, or bylaws, or organizational documents or (ii) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it is a party or under its organizational documents.

d. Governmental Consents. The execution and delivery of this Agreement and the performance of its obligations hereunder do not and shall not require any registration or filing with, consent or approval of, or notice to, or other action to, with or by, any federal, state or other governmental authority or regulatory body, other than such filings as may be necessary and/or required for disclosure by the Securities and Exchange Commission or in connection with the Transaction or the Chapter 11 Cases.

e. Binding Obligation. This Agreement is the legally valid and binding obligation of it, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization moratorium, or other similar laws relating to or relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

f. No Litigation. No litigation or proceeding before any court, arbitrator, or administrative or governmental body is pending against it that would adversely affect its ability to enter into this Agreement or perform its obligations hereunder.

g. Representation. It has been represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement and the Plan, and has had the contents hereof fully explained by such counsel and is fully aware of such contents and legal effect.

#### 9. Representations of the Consenting Noteholders

Each of the Consenting Noteholders severally, but not jointly, represents and warrants to the other Parties that the following statements are true and correct in all material respects as of the Agreement Effective Date with respect to itself only:

a. Holdings by Consenting Noteholders. It either (i) is the sole legal and beneficial owner of the principal amount of Notes set forth on its respective signature page hereto (for each such Consenting Noteholder, the "**Consenting Noteholder Claims**"), in each case free and clear of all claims, liens, or encumbrances or (ii) has full investment or voting discretion with respect to such Consenting Noteholder Claims over which it holds investment discretion and has the power and authority to bind the beneficial owner(s) of such Consenting Noteholder Claims to the terms of this Agreement. In addition, it has full and sole power and authority to vote on and consent to matters concerning such Consenting Noteholder Claims with respect to the Transaction.

b. Prior Transfers. It has made no prior assignment, sale, grant, pledge, conveyance, or other transfer of, and has not entered into any agreement to assign, sell, grant, pledge, convey or otherwise transfer, in whole or in part, any portion of its right, title, or interests in its Consenting Noteholder Claims or its voting rights with respect thereto.

c. Power and Authority. It has all requisite corporate, partnership or limited liability company power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its obligations under, this Agreement.

d. Authorization. The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary corporate, partnership or limited liability company action on its part.

e. No Conflicts. The execution and delivery of this Agreement and the performance of its obligations hereunder do not and shall not (i) violate any provision of law, rule, or regulation applicable to it or its certificate of incorporation or by-laws (or other organizational documents) or (ii) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it is a party or under its certificate of incorporation or by-laws (or other organizational documents).

f. Governmental Consents. The execution and delivery of this Agreement and the performance of its obligations hereunder do not and shall not require any registration or filing with, consent or approval of, or notice to, or other action to, with or by, any federal, state or other governmental authority or regulatory body, other than (i) such filings as may be necessary and/or required for disclosure by the Securities and Exchange Commission, and (ii) such filings as may be necessary or required in connection with the Chapter 11 Cases.

g. Binding Obligation. This Agreement is the legally valid and binding obligation of it, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization moratorium, or other similar laws relating to or relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

h. No Litigation. No litigation or proceeding before any court, arbitrator, or administrative or governmental body is pending against it that would adversely affect its ability to enter into this Agreement or perform its obligations hereunder.

i. Representation. It has been represented, or is part of the Ad Hoc group which is represented, by counsel in connection with this Agreement and the transactions contemplated by this Agreement and the Plan, and has had the contents hereof fully explained by such counsel and is fully aware of such contents and legal effect.

j. Accredited Investor. It is (i) a sophisticated investor with respect to the transactions described herein with sufficient knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of owning and investing in securities of the Company (including any securities that may be issued in connection with the Transaction), making an informed decision with respect thereto, and evaluating properly the terms and conditions of this Agreement, and it has made its own analysis and decision to enter in this Agreement, (ii) an "accredited investor" within the meaning of Rule 501 of the Securities Act of 1933 (as amended) or a "qualified institutional buyer" within the meaning of Rule 144A of the Securities Act of 1933 (as amended) and (iii) acquiring any securities that may be issued in connection with the Transaction for its own account and not with a view to the distribution thereof.

Each Consenting Noteholder hereby further confirms that it has made its own decision to execute this Agreement based upon its own independent assessment of documents and information available to it, as it deemed appropriate and sufficient.

10. Additional Claims and Interests

This Agreement shall in no way be construed to preclude a Consenting Noteholder from acquiring additional claims against or equity interests in the Company (collectively, the “**Additional Claims/Interests**”). However, in the event a Consenting Noteholder (or any of their respective controlled funds) shall acquire any such Additional Claims/Interests after the date hereof (or holds such Additional Claims/Interests as of the date hereof), such Additional Claims/Interests shall automatically be deemed, without further notice to or action of any Party, to be subject to the terms and conditions of this Agreement.

11. Transfer of Claims and Existing Equity Interests

a. Each Consenting Noteholder agrees that, during the RSA Time Period, it will not, directly or indirectly, (i) sell, transfer, pledge, assign, hypothecate, grant an option on, or otherwise convey or dispose of any of its Consenting Noteholder Claims (except in connection with consummation of the Transaction), unless such transferee or other recipient is either a Party hereto or has executed and delivered to the Company and counsel to the Ad Hoc Group a joinder, substantially in the form attached hereto as Exhibit B (a “**Joinder**”) or (ii) grant any proxies or enter into a voting agreement with respect to any of the Consenting Noteholder Claims (collectively, a “**Claim Transfer**”). A Consenting Noteholder making a Claim Transfer pursuant to this Section 11 is referred to as a “**Transferor**” and a transferee receiving a Claim Transfer pursuant to this Section 11 is referred to as a “**Transferee**.” Any Claim Transfer that does not comply with the foregoing shall be deemed void *ab initio* and of no force or effect (other than pledges, transfers or security interests that such Consenting Noteholder may have created in favor of a prime broker under and in accordance with its prime brokerage agreement with such prime broker).

b. Upon compliance with the requirements of Section 11(a) of this Agreement, (i) with respect to Consenting Noteholder Claims held by the relevant Transferee upon consummation of a Claim Transfer in accordance herewith, such Transferee is deemed to make all of the representations, warranties, and covenants of a Consenting Noteholder set forth in this Agreement as of the date of such Claim Transfer and (ii) the Transferee shall be deemed a Consenting Noteholder, and the Transferor shall be deemed to relinquish its rights (and be released from its obligations) under this Agreement to the extent of its rights and obligations in respect of such transferred Consenting Noteholder Claims. No Consenting Noteholder shall have any liability under this Agreement arising from or related to the failure of its transferee to comply with the terms of this Agreement.

c. Notwithstanding anything to the contrary herein, (i) this Section 11 shall not preclude any Consenting Noteholder from transferring Notes Claims to affiliates of such Consenting Noteholder (each, a “**Consenting Noteholder Affiliate**”), which Consenting Noteholder Affiliate shall be automatically bound by this Agreement upon the transfer of such Notes Claims without the requirement that such Consenting Noteholder Affiliate execute a

Joinder; and (ii) to the extent that a Consenting Noteholder is acting in its capacity as a Qualified Marketmaker,<sup>3</sup> it may transfer (by purchase, sale, assignment, participation, or otherwise) any right, title or interests in Notes Claims that the Qualified Marketmaker acquires after the Agreement Effective Date and with the purpose and intent of acting as a Qualified Marketmaker for such Notes Claims from a holder that is not a Consenting Noteholder without the requirement that the transferee execute a Joinder or otherwise agree to be bound by the terms and conditions set forth in this Agreement.

d. This Section 11 shall not impose any obligation on the Company to issue any “cleansing letter” or otherwise publicly disclose information for the purpose of enabling a Consenting Noteholder to transfer any of its Consenting Noteholder Claims. Notwithstanding anything to the contrary herein, to the extent the Company and another Party have entered into a confidentiality agreement, the terms of such confidentiality agreement shall continue to apply and remain in full force and effect according to its terms, and this Agreement does not supersede any rights or obligations otherwise arising under such confidentiality agreement.

## 12. Prior Negotiations

Except with respect to terms set forth on the Plan Term Sheet (as defined in the Original RSA) attached to the Original RSA as Exhibit A thereto that are both (a) not superseded by express Plan provisions and (b) otherwise not inconsistent with the Plan (including, without limitation, the terms set forth in the section of the Plan Term Sheet entitled “New Boards”), which terms, for the avoidance of doubt, shall remain binding and enforceable on all of the Parties, this Agreement and the exhibits attached hereto set forth in full the terms of agreement between the Parties and is intended as the full, complete and exclusive contract governing the relationship between the Parties with respect to the transactions contemplated herein, superseding all other discussions, promises, representations, warranties, agreements and understandings, whether written or oral, between or among the Parties with respect thereto; provided, that any confidentiality agreement between or among the Parties shall remain in full force and effect in accordance with its terms; provided, further, that the Parties intend to enter into the Definitive Documents after the date hereof to consummate the Transaction.

## 13. Amendment or Waiver

No waiver, modification, supplement or amendment of the terms of this Agreement or the exhibits attached hereto shall be valid unless such waiver, modification, supplement or amendment is in writing and has been signed by the Company and the Required Consenting Noteholders; provided, that any term or provision of this Agreement or the exhibits attached hereto that expressly requires the consent or approval of a particular Party shall require, as applicable, the written consent or approval of such Party to waive, amend or modify such term or provision. No waiver of any of the provisions of this Agreement or the exhibits attached hereto shall be deemed or constitute a waiver of any other provision of this Agreement or the exhibits attached hereto,

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<sup>3</sup> As used herein, the term “**Qualified Marketmaker**” means an entity that (a) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers claims against the Company (or enter with customers into long and short positions in claims against the Company), in its capacity as a dealer or market maker in claims against the Company and (b) is, in fact, regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

whether or not similar, nor shall any waiver be deemed a continuing waiver. Any amendment, waiver, or modification of this Section 13 or the definitions of “Outside Date” or “Required Consenting Noteholders” shall require the written consent of all Parties. Any amendment, waiver, or modification that treats any Consenting Noteholder in a manner that is disproportionately adverse, on an economic or non-economic basis, to the treatment of their Notes Claims relative to other Consenting Noteholders shall also require the written consent of such Consenting Noteholder. In determining whether any consent or approval has been given or obtained by the Required Consenting Noteholders, each then existing Defaulting Creditor and its respective Consenting Noteholder Claims shall be excluded from such determination. Any amendment or modification of this Agreement that requires any Consenting Noteholder to incur any expenses, liabilities or other obligations, or to agree to any commitments, undertakings, concessions, indemnities or other arrangements that could result in expenses, liabilities or other obligations, in each case, except as set forth herein as of the time of such Consenting Noteholder’s execution of this Agreement, shall require the consent of each such impacted Consenting Noteholder in order for such waiver, modification, amendment or supplement.

#### 14. RSA Premium

In consideration for entry into the Agreement, each Consenting Noteholder was paid a premium (the “**RSA Premium**”) payable in cash equal to the accrued interest outstanding as of the Agreement Effective Date under the Notes held by each Consenting Noteholder. The RSA Premium was (i) fully earned by each Consenting Noteholder upon execution of the Existing RSA or a Joinder by such Consenting Noteholder on or before the date (the “**RSA Premium Outside Date**”) that was the later of (1) five (5) business days after the Agreement Effective Date or (2) such other date as agreed to in writing between the Company and the Required Consenting Noteholders and (ii) paid by the Company on the date on which the applicable Consenting Noteholder executed the Agreement or a Joinder, but in no event later than the RSA Premium Outside Date. For the avoidance of doubt, any RSA Premium shall not reduce the amount of any Notes Claims (including, without limitation, any Notes Claims on account of accrued and unpaid interest), but rather shall be in addition to any such Notes Claims. In the event that a Consenting Noteholder acquired additional Notes Claims from a party that was not a Consenting Noteholder or otherwise bound to comply with the terms of this Agreement prior to the RSA Premium Outside Date, such Consenting Noteholder was entitled to receive the RSA Premium with respect to such additional Notes Claims.

#### 15. WAIVER OF JURY TRIAL

**EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE EXHIBITS ATTACHED HERETO.**

#### 16. Governing Law and Consent to Jurisdiction and Venue

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to such state’s choice of law provisions which would require the application of the law of any other jurisdiction. By its execution and delivery of this



Agreement, each of the Parties hereby irrevocably and unconditionally agrees for itself that any legal action, suit or proceeding against it with respect to any matter arising under or arising out of or in connection with this Agreement or the exhibits attached hereto or for recognition or enforcement of any judgment rendered in any such action, suit or proceeding, shall be brought in the United States District Court for the Southern District of New York and only to the extent such court lacks jurisdiction, in the New York State Supreme Court sitting in the Borough of Manhattan, and by execution and delivery of this Agreement, each of the Parties hereby irrevocably accepts and submits itself to the jurisdiction of such courts, generally and unconditionally, with respect to any such action, suit or proceeding. Notwithstanding the foregoing consent to jurisdiction and venue, upon any commencement of the Chapter 11 Cases and until the Plan Effective Date, each of the Parties agrees that the Bankruptcy Court shall have jurisdiction over all matters arising out of or in connection with this Agreement or the exhibits attached hereto.

#### 17. Specific Performance

It is understood and agreed by the Parties that, without limiting any rights or remedies available under applicable law or in equity, money damages would not be a sufficient remedy for any breach of this Agreement by any Party and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy of any such breach, including, without limitation, an order of the Bankruptcy Court or other court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder.

#### 18. Reservation of Rights; Settlement Discussions

Except as expressly provided in this Agreement or the exhibits attached hereto, nothing herein is intended to, or does, in any manner, waive, limit, impair or restrict the ability of each Party to protect and preserve its rights, remedies and interests. Notwithstanding anything to the contrary contained in this Agreement or the exhibits attached hereto, nothing in this Agreement or the exhibits attached hereto shall be, or shall be deemed to be or constitute: (i) a release, waiver, novation, cancellation, termination or discharge of the Consenting Noteholders' Notes Claims; or (ii) an amendment, modification or waiver of any term or provision of the Notes or the Indentures, which are hereby reserved and reaffirmed in full. If the Transaction is not consummated, or if this Agreement is terminated for any reason, the Parties hereto fully reserve any and all of their respective rights and remedies thereunder and applicable law.

This Agreement and the Transaction are part of a proposed settlement of a dispute among the Parties. Nothing herein shall be deemed an admission of any kind. Pursuant to Federal Rule of Evidence 408, any applicable state rules of evidence and any other applicable law, foreign or domestic, this Agreement and the exhibits attached hereto and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce the terms of this Agreement or the exhibits attached hereto (as applicable).

#### 19. Headings; Recitals

The section headings of this Agreement are for convenience of reference only and shall not, for any purpose, be deemed a part of this Agreement. The recitals to this Agreement are true and correct and incorporated by reference into this Section 19.

20. Notice

Any notices or other communications required or permitted under, or otherwise in connection with, this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person, by email, or upon confirmation of receipt when transmitted by facsimile transmission (but only if followed by transmittal by national overnight courier or hand for delivery on the next business day) or on receipt after dispatch by registered or certified mail, postage prepaid, or on the next business day if transmitted by national overnight courier, addressed in each case as follows:

If to the Company:

Superior Energy Services, Inc.  
1001 Louisiana Street  
Suite 2900  
Houston, TX 77002  
Attn: David Dunlap  
Telephone (713) 654-2200

*with a copy to:*

Latham & Watkins LLP  
885 Third Avenue  
New York, NY 10022-4834  
Attn: Keith A. Simon  
George Klidonas  
Hugh Murtagh  
Telephone: 212.906.1200  
Fax: 212.751.4864  
Email: keith.simon@lw.com  
george.klidonas@lw.com  
hugh.murtagh@lw.com

If to any Consenting Noteholder:

To the address (if any) specified on the signature page of this Agreement for the applicable Consenting Noteholder

*with a copy to:*

Davis Polk & Wardwell LLP  
450 Lexington Avenue  
New York, NY 10017  
Attn: Damian S. Schaible  
Adam L. Shpeen  
Email: damian.schaible@davispolk.com  
adam.shpeen@davispolk.com



21. Successors and Assigns

Subject to Section 11, neither this Agreement nor any of the rights or obligations hereunder may be assigned by any Party hereto, without the prior written consent of the other Parties hereto, and then only to a Person who has agreed to be bound by the provisions of this Agreement. This Agreement is intended to and shall bind and inure to the benefit of the Parties and their respective successors, permitted assigns, heirs, executors, administrators and representatives, as applicable.

22. No Third-Party Beneficiaries

Unless expressly stated herein, this Agreement shall be solely for the benefit of the Parties hereto and no other person or entity shall be a third party beneficiary hereof or shall otherwise be entitled to enforce any provision hereof.

23. Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement. Any Party hereto may execute and deliver a counterpart of this Agreement by delivery by facsimile transmission or electronic mail of a signature page of this Agreement signed by such Party, and any such facsimile or electronic mail signature shall be treated in all respects as having the same effect as having an original signature. The Company shall redact the Consenting Noteholders' individual fund names as listed on their respective signature page in any publicly filed version of this Agreement.

24. [Reserved]

25. Acknowledgement; Not a Solicitation

This Agreement does not constitute, and shall not be deemed to constitute (i) an offer for the purchase, sale, exchange, hypothecation, or other transfer of securities for purposes of the Securities Act of 1933 and the Securities Exchange Act of 1934 (or any other federal or state law or regulation), or (ii) a solicitation of votes on the Plan for purposes of the Bankruptcy Code. The vote of each Consenting Noteholder to accept or reject the Plan shall not be solicited except in accordance with applicable law.

## 26. Public Announcement and Filings

The Company shall submit drafts to counsel to the Ad Hoc Group of any press releases and public documents that constitute disclosure of the existence or terms of this Agreement or any amendment to the terms of this Agreement at least one (1) business day prior to making any such disclosure, and shall afford such counsel a reasonable opportunity under the circumstances to comment on such documents and disclosures and shall incorporate any such reasonable comments in good faith. Except as required by applicable law or regulation, or the rules of any applicable stock exchange or regulatory body, or in filings to be made with the Bankruptcy Court, no Party or its advisors shall (a) use the name of any Consenting Noteholder in any public manner (including in any press release) with respect to this Agreement, or (b) disclose to any Person, other than advisors to the Company, the principal amount or percentage of any Notes Claims held by any Consenting Noteholder without such Consenting Noteholder's prior written consent; provided, however, that the foregoing shall not prohibit the disclosure of the aggregate percentage or aggregate principal amount of Notes Claims held by all Consenting Noteholders. Except as required by applicable law or regulation, or the rules of any applicable stock exchange or regulatory body, or in filings to be made with the Bankruptcy Court, no Party shall, nor shall it permit any of its respective affiliates to, make any public announcement in respect of this Agreement or the transactions contemplated hereby or by the Plan without the prior written consent of the Company and the Required Consenting Noteholders (in each case such consent not to be unreasonably withheld); provided, however, for the avoidance of doubt, any public announcement required to be made by a Consenting Noteholder or its affiliates in its capacity as an ABL Lender or another type of Company creditor or that contains only publicly-available information regarding this Agreement, the Plan or the Transaction shall not constitute a violation of this Section 26.

## 27. Relationship Among Parties

It is understood and agreed that no Party has any duty of trust or confidence in any form with any other Party, and there are no commitments among or between them, in each case arising solely from or in connection with this Agreement. No prior history, pattern or practice of sharing confidences among or between the Parties shall in any way affect or negate this understanding and agreement. Nothing contained in this Agreement, and no action taken by any Consenting Noteholder hereto is intended to constitute the Consenting Noteholders as a partnership, an association, a joint venture, or any other kind of entity, or create a presumption that any Consenting Noteholder is in any way acting in concert or as a member of a "group" with any other Consenting Noteholder within the meaning of Rule 13d-5 under the Securities Exchange Act of 1934, as amended.

## 28. No Strict Construction

Each Party acknowledges that it has received adequate information to enter into this Agreement, and that this Agreement and the exhibits attached hereto have been prepared through the joint efforts of all of the Parties. Neither the provisions of this Agreement or the exhibits attached hereto nor any alleged ambiguity herein or therein shall be interpreted or resolved against any Party on the ground that such Party's counsel drafted this Agreement or the exhibits attached hereto, or based on any other rule of strict construction.

29. Remedies Cumulative; No Waiver

All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party. The failure of any Party hereto to exercise any right, power, or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon strict compliance by any other Party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such Party of its right to exercise any such or other right, power, or remedy or to demand such strict compliance.

30. Severability

If any portion of this Agreement or the exhibits attached hereto shall be held by a court of competent jurisdiction to be invalid, unenforceable, void or voidable, or violative of applicable law, the remaining portions of this Agreement and the exhibits attached hereto (as applicable) so far as they may practicably be performed shall remain in full force and effect and binding on the Parties hereto, provided that, this provision shall not operate to waive any condition precedent to any event set forth herein.

31. Time

If any time period or other deadline provided in this Agreement expires on a day that is not a business day, then such time period or other deadline, as applicable, shall be deemed extended to the next succeeding business day.

32. Additional Parties

Without in any way limiting the provisions hereof, additional Noteholders may elect to become Parties by executing and delivering to the Company a counterpart hereof. Such additional Noteholders shall become a Party to this Agreement as a Consenting Noteholder in accordance with the terms of this Agreement.

33. Rules of Interpretation

For purposes of this Agreement, unless otherwise specified: (a) each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender; (b) all references herein to “Articles”, “Sections”, and “Exhibits” are references to Articles, Sections, and Exhibits of this Agreement; and (c) the words “herein,” “hereof,” “hereunder” and “hereto” refer to this Agreement in its entirety rather than to a particular portion of this Agreement.

34. Plan

The Plan is expressly incorporated herein by reference and made part of this Agreement as if fully set forth herein. The Plan sets forth the material terms and conditions of the

Transaction; provided, however, the Plan is supplemented by the other terms and conditions of this Agreement and, with respect to terms set forth on the Plan Term Sheet that are both (a) not superseded by express Plan provisions and (b) otherwise not inconsistent with the Plan (including, without limitation, the terms set forth in the section of the Plan Term Sheet entitled “New Boards”), the Plan Term Sheet. In the event of any conflict or inconsistency between the Plan and any other provision of this Agreement, the Plan will govern and control to the extent of such conflict or inconsistency.

35. Email Consents

Where a written consent, acceptance, approval, extension, or waiver is required pursuant to or contemplated under this Agreement, such written consent, acceptance, approval, extension, or waiver shall be deemed to have occurred if, by agreement between counsel to the Parties submitting and receiving such consent, acceptance, approval, extension, or waiver, it is conveyed in writing (including electronic mail) between each such counsel without representations or warranties of any kind on behalf of such counsel.

***[Remainder of page intentionally left blank; signature page follows.]***

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized signatories, solely in their respective capacity as such and not in any other capacity, as of the date first set forth above.

**DEBTOR PARENT:**

**SUPERIOR ENERGY SERVICES, INC.**

By: 

Name: David D. Dunlap

Title: President and Chief Executive Officer

**DEBTOR SUBSIDIARIES:**

**1105 PETERS ROAD, L.L.C.  
ADVANCED OILWELL SERVICES, INC.  
COMPLETE ENERGY SERVICES, INC.  
CONNECTION TECHNOLOGY, L.L.C.  
CSI TECHNOLOGIES, L.L.C.  
GUARD DRILLING MUD DISPOSAL, INC.  
H.B. RENTALS, L.C.  
INTERNATIONAL SNUBBING SERVICES, L.L.C.  
PUMPCO ENERGY SERVICES, INC.  
SEMO, L.L.C.  
SEMSE, L.L.C.  
SERVICIOS HOLDING I, INC.  
SES INTERNATIONAL HOLDINGS GP, LLC  
SES TRINIDAD, L.L.C.  
SESI, L.L.C.  
SESI CORPORATE, LLC  
SESI GLOBAL, LLC  
SPN WELL SERVICES, INC.  
STABIL DRILL SPECIALTIES, L.L.C.  
SUPERIOR ENERGY SERVICES, L.L.C.  
SUPERIOR ENERGY SERVICES COLOMBIA, LLC  
SUPERIOR ENERGY SERVICES GP, LLC  
SUPERIOR ENERGY SERVICES-NORTH  
AMERICA SERVICES, INC.  
SUPERIOR INSPECTION SERVICES, L.L.C.  
SUPERIOR HOLDING, INC.  
WARRIOR ENERGY SERVICES CORPORATION  
WILD WELL CONTROL, INC.  
WORKSTRINGS INTERNATIONAL, L.L.C.**

By: 

Name: David D. Dunlap

Title: President and Chief Executive Officer

*[Consenting Lender Signature Pages Omitted]*

**Exhibit A**

**Plan**



**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:	X	
	:	Chapter 11
	:	
SUPERIOR ENERGY SERVICES, INC., <i>et al.</i> , <sup>1</sup>	:	Case No. 20-_____ (____)
	:	
Debtors.	:	(Joint Administration Requested)
	:	
	X	

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**JOINT PREPACKAGED PLAN OF REORGANIZATION FOR  
SUPERIOR ENERGY SERVICES, INC. AND ITS AFFILIATE DEBTORS  
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

---

**HUNTON ANDREWS KURTH LLP**

Timothy A. (“Tad”) Davidson II (No. 24012503)  
Ashley L. Harper (No. 24065272)  
600 Travis Street, Suite 4200  
Houston, Texas 77002  
Telephone: (713) 220-4200  
Facsimile: (713) 220-4285

**LATHAM & WATKINS LLP**

George A. Davis (*pro hac vice* admission pending)  
Keith A. Simon (*pro hac vice* admission pending)  
George Klidonas (*pro hac vice* admission pending)  
885 Third Avenue  
New York, New York 10022  
Telephone: (212) 906-1200  
Facsimile: (212) 751-4864

*Proposed Counsel for the Debtors and Debtors-in-Possession*

Dated: December [•], 2020  
Houston, Texas

---

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Superior Energy Services, Inc. (9388), SESI, L.L.C. (4124), Superior Energy Services-North America Services, Inc. (5131), Complete Energy Services, Inc. (9295), Warrior Energy Services Corporation (9424), SPN Well Services, Inc. (2682), Pumpco Energy Services, Inc. (7310), 1105 Peters Road, L.L.C. (4198), Connection Technology, L.L.C. (4128), CSI Technologies, LLC (6936), H.B. Rentals, L.C. (7291), International Snubbing Services, L.L.C. (4134), Stabil Drill Specialties, L.L.C. (4138), Superior Energy Services, L.L.C. (4196), Superior Inspection Services, L.L.C. (4991), Wild Well Control, Inc. (3477), Workstrings International, L.L.C. (0390). The Debtors’ address is 1001 Louisiana Street, Suite 2900, Houston, Texas 77002.

NO CHAPTER 11 CASES HAVE BEEN COMMENCED AT THIS TIME. THIS PREPACKAGED PLAN OF REORGANIZATION, AND THE SOLICITATION MATERIALS ACCOMPANYING THIS PLAN, HAVE NOT BEEN APPROVED BY THE BANKRUPTCY COURT AS CONTAINING “ADEQUATE INFORMATION” WITHIN THE MEANING OF SECTION 1125(a) OF THE BANKRUPTCY CODE. IN THE EVENT THE CHAPTER 11 CASES ARE COMMENCED, THE DEBTORS EXPECT TO PROMPTLY SEEK AN ORDER OF THE BANKRUPTCY COURT (1) APPROVING THE SOLICITATION OF VOTES AS HAVING BEEN IN COMPLIANCE WITH SECTIONS 1126(b) AND 1125(g) OF THE BANKRUPTCY CODE; (2) APPROVING THE ADEQUACY OF THE DISCLOSURE STATEMENT; AND (3) CONFIRMING THE PLAN PURSUANT TO SECTION 1129 OF THE BANKRUPTCY CODE. THE DEBTORS RESERVE THE RIGHT TO CONSUMMATE THE RESTRUCTURING TRANSACTIONS WITHOUT COMMENCING ANY CHAPTER 11 CASES.

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**JOINT PREPACKAGED PLAN OF REORGANIZATION FOR  
SUPERIOR ENERGY SERVICES, INC. AND ITS AFFILIATE DEBTORS  
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

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The above-captioned debtors (each a “**Debtor**” and, collectively, the “**Debtors**”) jointly propose the following prepackaged chapter 11 plan of reorganization (this “**Plan**”) for the resolution of the outstanding Claims (as defined below) against, and Equity Interests (as defined below) in, each of the Debtors. Although proposed jointly for administrative purposes, this Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims against and Equity Interests in each Debtor pursuant to the Bankruptcy Code (as defined below). This Plan is not premised upon the substantive consolidation of the Debtors with respect to the Classes of Claims or Equity Interests set forth in the Plan. The Debtors are the proponents of this Plan within the meaning of section 1129 of the Bankruptcy Code. Reference is made to the Disclosure Statement (as such term is defined herein and distributed contemporaneously herewith) for a discussion of the Debtors’ history, business, results of operations, historical financial information, projections, a summary and analysis of this Plan, the treatment provided for herein and certain related matters. There also are other agreements and documents, which shall be filed with the Bankruptcy Court (as defined below), that are referenced in this Plan or the Disclosure Statement as Exhibits and Plan Schedules. All such Exhibits and Plan Schedules are incorporated into and are a part of this Plan as if set forth in full herein. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code, Bankruptcy Rule 3019 and the terms and conditions set forth in this Plan, the Debtors reserve the right to alter, amend, modify, revoke or withdraw this Plan prior to its substantial consummation.

**ARTICLE I.**

**RULES OF INTERPRETATION, COMPUTATION OF TIME AND DEFINED TERMS**

*A. Rules of Interpretation; Computation of Time*

For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender; (b) subject to the terms of the Restructuring Support Agreement, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced item shall be substantially in that form or substantially on those terms and conditions; (c) except as otherwise provided herein, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document shall mean as it may be amended, restated, modified or supplemented from time to time; (d) any reference to a Person or an Entity as a Holder of a Claim or an Equity Interest includes that Person’s or Entity’s respective successors and assigns; (e) unless otherwise specified, all references herein to “Articles,” “Sections,” “Exhibits” and “Plan Schedules” are references to Articles, Sections, Exhibits and Plan Schedules hereof or hereto; (f) unless otherwise stated, the words “herein,” “hereof,” “hereunder” and “hereto” refer to this Plan in its entirety rather than

to a particular portion of this Plan; (g) subject to the provisions of any contract, certificate of incorporation, by-law, instrument, release, indenture, or other agreement or document entered into in connection with this Plan and except as expressly provided in Article XII.D of this Plan, the rights and obligations arising pursuant to this Plan shall be governed by, and construed and enforced in accordance with the applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (h) except as otherwise specifically provided herein or the Restructuring Support Agreement, any provision in this Plan, the Exhibits and Plan Schedules hereto, and the Plan Supplement shall be in form and substance consistent in all respects with the Restructuring Support Agreement and subject to all consent and consultation rights of the parties thereto (as specified in the Restructuring Support Agreement) in all respects; (i) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (j) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply to this Plan; (k) references to a specific article, section, or subsection of any statute, rule, or regulation expressly referenced herein shall, unless otherwise specified, include any amendments to or successor provisions of such article, section, or subsection; (l) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (m) references to “shareholders,” “directors,” and/or “officers” shall also include “members” and/or “managers,” as applicable, as such terms are defined under the applicable state limited liability company laws; (n) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; and (o) the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words “without limitation.” Except as otherwise specifically provided in this Plan to the contrary, references in this Plan to “the Debtors” or to “the Reorganized Debtors” shall mean “the Debtors and the Reorganized Debtors,” as applicable, to the extent the context requires.

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to this Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

## ***B. Defined Terms***

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form herein:

“*510(b) Equity Claim*” means any Claim subordinated pursuant to section 510(b) of the Bankruptcy Code.

“*Accredited Cash Opt-Out Noteholder*” means a Cash Opt-Out Noteholder who (a) is an “*accredited investor*” (within the meaning of Rule 501(a) under the Securities Act (as defined below)) or a “*qualified institutional buyer*” (within the meaning of Rule 144A of the Securities Act), and (b) holds at least \$1,000 in principal amount of Prepetition Notes.

“*Accrued Professional Compensation*” means, with respect to a particular Professional, an Administrative Claim of such Professional for compensation for services rendered or



reimbursement of costs, expenses or other charges incurred on or after the Petition Date and prior to and including the Effective Date.

*“Ad Hoc Noteholder Group”* means that certain ad hoc group of Holders of the Prepetition Notes represented by the Ad Hoc Noteholder Group Professionals.

*“Ad Hoc Noteholder Group Fees and Expenses”* means all unpaid reasonable and documented fees and out-of-pocket expenses of the Ad Hoc Noteholder Group Professionals incurred in connection with the Chapter 11 Cases or in furtherance of the Plan.

*“Ad Hoc Noteholder Group Professionals”* means, collectively, (a) Davis Polk & Wardwell LLP and Porter Hedges LLP, as legal counsel to the Ad Hoc Noteholder Group, (b) Evercore Group L.L.C., as financial advisor to the Ad Hoc Noteholder Group, and (c) any other advisors to the Ad Hoc Noteholder Group.

*“Administrative Claim”* means a Claim for costs and expenses of administration incurred during the Chapter 11 Cases that are Allowed under sections 503(b), 507(a)(2), 507(b) or 1114(e)(2) of the Bankruptcy Code, including, without limitation: (a) any actual and necessary costs and expenses incurred on or after the Petition Date and prior to and including the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) Professional Fee Claims and any other compensation for legal, financial, advisory, accounting, and other services and reimbursement of expenses Allowed by the Bankruptcy Court under sections 328, 330, 331 or 503(b) of the Bankruptcy Code to the extent incurred on or after the Petition Date and prior to and including the Effective Date; (c) all fees and charges assessed against the Estates under section 1930, chapter 123, of title 28, United States Code; (d) all requests for compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases Allowed pursuant to sections 503(b)(3), (4) and (5) of the Bankruptcy Code; and (e) the Cure Claim Amounts.

*“Affiliate”* means an “affiliate,” as defined in section 101(2) of the Bankruptcy Code; *provided*, that with respect to any Entity that is not a Debtor, the term “Affiliate” shall apply to such Entity as if such Entity were a Debtor.

*“Affiliate Debtor(s)”* means, individually or collectively, any Debtor or Debtors other than Parent.

*“Allowed”* means, with respect to a Claim or Equity Interest: (a) any Claim or Equity Interest as to which no objection to allowance has been interposed (either in the Bankruptcy Court or in the ordinary course of business) on or before the applicable time period fixed by applicable non-bankruptcy law or such other applicable period of limitation fixed by the Bankruptcy Code, the Bankruptcy Rules or the Bankruptcy Court, or as to which any objection has been determined by a Final Order, either before or after the Effective Date, to the extent such objection is determined in favor of the respective Holder; (b) any Claim or Equity Interest as to which the liability of the Debtors and the amount thereof are determined by a Final Order of a court of competent jurisdiction other than the Bankruptcy Court, either before or after the Effective Date; or (c) any Claim or Equity Interest expressly deemed Allowed by this Plan.

*“Amended/New Corporate Governance Documents”* means, as applicable, the amended and restated or new applicable corporate governance documents (including, without limitation, the bylaws, certificates of incorporation, LLC agreements, stockholders agreements, registration rights agreements and other governance documents, as applicable) of the Reorganized Debtors in substantially the form Filed with the Plan Supplement, which documents shall be acceptable to the Required Consenting Noteholders, in consultation with the Debtors, and consistent with the Restructuring Support Agreement.

*“Avoidance Actions”* means any and all actual or potential avoidance, recovery, subordination or similar actions or remedies that may be brought by and on behalf of the Debtors or their Estates under the Bankruptcy Code or applicable non-bankruptcy law, including, without limitation, actions or remedies arising under chapter 5 of the Bankruptcy Code or under similar local, state, federal or foreign statutes and common law, including fraudulent transfer, conveyance laws or similar laws.

*“Ballots”* means the ballots accompanying the Disclosure Statement upon which Holders of Impaired Claims entitled to vote shall, among other things, indicate their acceptance or rejection of this Plan in accordance with this Plan and the procedures governing the solicitation process, and which must be actually received by the Voting and Claims Agent on or before the Voting Deadline.

*“Bankruptcy Code”* means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time and as applicable to the Chapter 11 Cases.

*“Bankruptcy Court”* means the United States Bankruptcy Court for the Southern District of Texas, having jurisdiction over the Chapter 11 Cases and, to the extent of the withdrawal of any reference under section 157 of title 28 of the United States Code and/or the Order of the United States District Court for the Southern District of Texas pursuant to section 157(a) of title 28 of the United States Code, the United States District Court for the Southern District of Texas.

*“Bankruptcy Rules”* means the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, in each case as amended from time to time and as applicable to the Chapter 11 Cases.

*“Business Day”* means any day, other than a Saturday, Sunday or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

*“Cash”* means the legal tender of the United States of America or the equivalent thereof, including bank deposits, checks and cash equivalents, as applicable.

*“Cash Opt-Out Noteholder”* means a Holder of Prepetition Notes Claims that validly and timely elects on or before the Voting Deadline, in accordance with the instructions set forth on the Ballot provided to such Holder, to affirmatively opt-out of the Cash Payout and, in lieu of receiving its Pro Rata portion of the Cash Payout, (a) receive its Pro Rata portion of the New Common Stock and (b) become eligible to exercise its Subscription Rights, to the extent such Holder is an Accredited Cash Opt-Out Noteholder; *provided* that all Consenting Noteholders shall be Cash Opt-Out Noteholders.

“*Cash Payout*” means Cash in an aggregate amount equal to 2.00% of the principal due under the Prepetition Notes held by all Cash Payout Noteholders.

“*Cash Payout Noteholder*” means a Holder of Prepetition Notes Claims that is not a Cash Opt-Out Noteholder.

“*Causes of Action*” means any and all claims, causes of action (including Avoidance Actions), controversy, demands, right, lien, indemnity, guaranty, suit, loss, debt, damage, judgment, account, defense, remedy, power, privilege, proceeding, actions, suits, obligations, liabilities, cross-claims, counterclaims, offsets, or setoffs of any kind or character whatsoever, in each case whether known or unknown, contingent or non-contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, suspected or unsuspected, foreseen or unforeseen, direct or indirect, choate or inchoate, existing or hereafter arising, under statute, in contract, in tort, in law, or in equity, or pursuant to any other theory of law, federal or state, whether asserted or assertable directly or derivatively in law or equity or otherwise by way of claim, counterclaim, cross-claim, third party action, action for indemnity or contribution or otherwise, based in whole or in part upon any act or omission or other event occurring prior to the Petition Date or during the course of the Chapter 11 Cases, including through the Effective Date.

“*Chapter 11 Case(s)*” means (a) when used with reference to a particular Debtor, the case under chapter 11 of the Bankruptcy Code that shall be commenced by such Debtor in the Bankruptcy Court, and (b) when used with reference to all Debtors, the cases under chapter 11 of the Bankruptcy Code that shall be commenced by the Debtors in the Bankruptcy Court.

“*Claim*” means any “claim” (as defined in section 101(5) of the Bankruptcy Code) against any Debtor, whether or not assessed or Allowed.

“*Claims Register*” means the official register of Claims and Equity Interests maintained by the Voting and Claims Agent.

“*Class*” means a category of Holders of Claims or Equity Interests as set forth in Article III hereof pursuant to section 1122(a) of the Bankruptcy Code.

“*Collateral*” means any property or interest in property of the Debtors’ Estates that is subject to a valid and enforceable Lien to secure a Claim.

“*Committee*” means the official committee of unsecured creditors appointed in the Chapter 11 Cases, if any.

“*Confirmation*” means the occurrence of the Confirmation Date, subject to all conditions specified in Article IX of this Plan having been satisfied or waived pursuant to Article IX of this Plan.

“*Confirmation Date*” means the date on which the clerk of the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court in the Chapter 11 Cases.

“*Confirmation Hearing*” means the combined hearing held by the Bankruptcy Court pursuant to sections 105(d)(2)(B)(vi) and 1128 of the Bankruptcy Code and paragraph M of the

Procedures for Complex Cases in the Southern District of Texas to consider (a) final approval of the Disclosure Statement under sections 1125 and 1126(b) of the Bankruptcy Code and (b) confirmation of this Plan, as such hearing may be adjourned or continued from time to time with the consent of the Required Consenting Noteholders.

“*Confirmation Order*” means the order of the Bankruptcy Court (a) approving the Disclosure Statement on a final basis and (b) confirming this Plan pursuant to sections 1125, 1126(b) and 1129 of the Bankruptcy Code, which order shall be acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement.

“*Consenting Noteholders*” has the meaning set forth in the Restructuring Support Agreement.

“*Consummation*” means the occurrence of the Effective Date.

“*Cure Claim Amount*” has the meaning set forth in Article VI.B of this Plan.

“*D&O Liability Insurance Policies*” means all insurance policies (including, without limitation, the D&O Tail Policy, any general liability policies, any errors and omissions policies, and, in each case, any agreements, documents, or instruments related thereto) maintained by the Debtors as of the Effective Date for liabilities against any of the Debtors’ respective directors, managers, and officers.

“*D&O Tail Policy*” means the extension of any of the D&O Liability Insurance Policies for any period beyond the end of the policy period, and for claims based on conduct occurring prior to the Effective Date, including but not limited to that certain directors’ & officers’ liability insurance policy purchased by the Debtors on or about December 3, 2020.

“*Debtor Release*” has the meaning set forth in Article X.B hereof.

“*Debtor Releasing Parties*” has the meaning set forth in Article X.B hereof.

“*Delayed-Draw Term Loan Facility*” means that certain \$200,000,000 Delayed-Draw Term Loan Facility described in the Delayed-Draw Term Loan Commitment Letter.

“*Delayed-Draw Term Loan Commitment Letter*” means the commitment letter governing the Delayed-Draw Term Loan Facility and entered into by Parent and the Delayed-Draw Commitment Parties on September 30, 2020, as amended, supplemented or otherwise modified from time to time.

“*Delayed-Draw Commitment Parties*” means those Prepetition Noteholders that are parties to the Delayed-Draw Term Loan Commitment Letter and have agreed, pursuant to the Delayed-Draw Term Loan Commitment Letter, to provide the Delayed-Draw Term Loan Facility, each in its respective capacity as such.

“*DIP Agent*” means JPMorgan Chase Bank, N.A., or its duly appointed successor, in its capacity as administrative agent and collateral agent under the DIP Agreement.

“*DIP Agreement*” means that certain Senior Secured Debtor-In-Possession Credit Agreement, dated as of December [•], 2020, by and among the Debtors, the DIP Agent, and the DIP Lenders, as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof prior to the Effective Date.

“*DIP Contingent Obligations*” means all contingent obligations not due and payable under the DIP Documents on the Effective Date, including any and all indemnification and expense reimbursement obligations of the Debtors that are contingent as of the Effective Date.

“*DIP Documents*” means the “Loan Documents” as defined in the DIP Agreement, in each case as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof prior to the Effective Date.

“*DIP Facility Claims*” means any and all Claims arising from, under, or in connection with the DIP Agreement or any of the DIP Documents.

“*DIP Final Order*” means that certain *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection to Prepetition ABL Secured Parties, (V) Modifying Automatic Stay, and (VII) Granting Related Relief* entered by the Bankruptcy Court on [•], 2020 (Docket No. [•]), as amended, supplemented or modified from time to time.

“*DIP Interim Order*” means that certain *Interim Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection to Prepetition ABL Secured Parties, (V) Modifying Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* entered by the Bankruptcy Court on [•], 2020 (Docket No. [•]), as amended, supplemented or modified from time to time.

“*DIP Lenders*” means, collectively, the banks, financial, institutions, and other lenders party to the DIP Agreement from time to time, and each arranger, bookrunner, syndication agent, manager, and documentation agent party to the DIP Agreement from time to time.

“*DIP Liens*” means the Liens securing the payment of the DIP Super-Priority Claims.

“*DIP Orders*” means, collectively, the DIP Interim Order and the DIP Final Order.

“*DIP Required Lenders*” shall mean the “Required Lenders” as defined in the DIP Agreement.

“*DIP Super-Priority Claims*” means any and all Claims arising from, under, or in connection with the DIP Agreement or any other DIP Documents, including Claims for all principal amounts outstanding, interest, fees, expenses, costs, and other charges and all other “Obligations” as defined in the DIP Agreement.

“*Disclosure Statement*” means that certain *Disclosure Statement for the Joint Prepackaged Plan of Reorganization for Superior Energy Services, Inc. and its Affiliate Debtors under Chapter*



11 of the Bankruptcy Code, dated as of December [•], 2020 (as amended, supplemented, or modified from time to time and including all exhibits and schedules thereto and references therein that relate to this Plan and as approved by the Disclosure Statement Interim Order or Confirmation Order).

“*Disclosure Statement Interim Order*” means that certain Order (I) Conditionally Approving Disclosure Statement, (II) Scheduling Combined Hearing on (A) Adequacy Of Disclosure Statement and (B) Confirmation of Plan, (III) Establishing Deadline to Object to Disclosure Statement and Plan and Form of Notice Thereof, (IV) Approving Solicitation Procedures and Forms of Ballots and Notice of Non-Voting Status, (V) Conditionally Waiving Requirement of Filing Schedules and Statements and of Convening Section 341 Meeting of Creditors, and (IV) Granting Related Relief, entered by the Bankruptcy Court on [•], 2020 (Docket No. [•]), as amended, supplemented or modified from time to time, which, among other things, conditionally approves the Disclosure Statement, on an interim basis, and approves the Equity Rights Offering Procedures.

“*Disputed*” means any Claim or any portion thereof, that has not been Allowed, but has not been disallowed pursuant to this Plan or a Final Order of the Bankruptcy Court or other court of competent jurisdiction.

“*Distribution Agent*” means the Reorganized Debtors or any party designated by the Reorganized Debtors to serve as distribution agent under this Plan. For purposes of distributions under this Plan to the Holders of Allowed DIP Super-Priority Claims, Allowed Prepetition Credit Agreement Claims and Allowed Prepetition Notes Claims, the DIP Agent, the Prepetition Credit Agreement Agent, and the Prepetition Notes Indenture Trustee, respectively, shall be and shall act as the Distribution Agent.

“*Distribution Record Date*” means the date for determining which Holders of Claims and Equity Interests are eligible to receive distributions under this Plan, which date shall be the Effective Date or such other date acceptable to the Required Consenting Noteholders. The Distribution Record Date shall not apply to securities of the Debtors deposited with DTC, the holders of which shall receive a distribution in accordance with Article VII of this Plan and, as applicable, the customary procedures of DTC.

“*DTC*” means the Depository Trust Company.

“*Effective Date*” means the first Business Day on which the conditions specified in Article IX of this Plan have been satisfied or waived in accordance with the terms of Article IX.

“*Entity*” means an “entity” as defined in section 101(15) of the Bankruptcy Code.

“*Equity Interest*” means (a) any Equity Security or other ownership interest in any Debtor, including, without limitation, all issued, unissued, authorized or outstanding units, shares of stock and other ownership interests, together with (i) any options, warrants or contractual rights to purchase or acquire any such Equity Securities at any time with respect to any Debtor, and all rights arising with respect thereto and (ii) the rights of any Person or Entity to purchase or demand the issuance of any of the foregoing and shall include: (1) conversion, exchange, voting,

participation, and dividend rights; (2) liquidation preferences; (3) options, warrants, and call and put rights; (4) share-appreciation rights; and (5) all Unexercised Equity Interests, in each case, as in existence immediately prior to the Effective Date; and (b) any 510(b) Equity Claim, in each case, as in existence immediately prior to the Effective Date.

*“Equity Rights Offering”* means that certain offering of Subscription Rights exercisable solely by electing Accredited Cash Opt-Out Noteholders, to purchase the New Common Stock on a Pro Rata basis for up to an aggregate amount equal to the Equity Rights Offering Amount.

*“Equity Rights Offering Amount”* means an amount equal to the cash proceeds of the Equity Rights Offering, which amount shall not exceed the amount of the Cash Payout.

*“Equity Rights Offering Procedures”* means the procedures for the implementation of the Equity Rights Offering as approved in the Disclosure Statement Interim Order.

*“Equity Rights Offering Shares”* means the shares of New Common Stock issued pursuant to the Equity Rights Offering.

*“Equity Security”* means an “equity security” as defined in section 101(16) of the Bankruptcy Code.

*“Estate(s)”* means, individually, the estate of each of the Debtors and, collectively, the estates of all of the Debtors created under section 541 of the Bankruptcy Code.

*“Exchange Act”* means the Securities Exchange Act of 1934, 15 U.S.C. §§ 78a *et seq.*, as now in effect or hereafter amended, and any rules and regulations promulgated thereunder.

*“Excluded Parties”* means, collectively, (i) any director, officer, manager, or employee of the Debtors that did not serve in such capacity on or after the Restructuring Support Agreement Effective Date or (ii) any other entity named as a defendant in a pending suit by the Debtors.

*“Exculpated Parties”* means, collectively, in each case in their capacities as such:

- (a) the Debtors;
- (b) the Reorganized Debtors;
- (c) the Prepetition Credit Agreement Agent and the Prepetition Credit Agreement Lenders;
- (d) the DIP Agent;
- (e) the DIP Lenders;
- (f) the Prepetition Notes Indenture Trustee;
- (g) the Ad Hoc Noteholder Group and the members thereof;
- (h) the Consenting Noteholders;



- (i) the Delayed-Draw Commitment Parties;
- (j) the Distribution Agents;
- (k) each Exit Facility Agent;
- (l) the Exit Facility Lenders; and
- (m) with respect to each of the foregoing Persons and Entities in clauses (a) through (l), each such Person's and Entity's respective Related Persons, in each case solely in their capacity as such.

*"Exculpation"* means the exculpation provision set forth in Article X.E hereof.

*"Executory Contract"* means a contract to which any Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

*"Exhibit"* means an exhibit annexed to either this Plan or as an appendix to the Disclosure Statement (as such exhibits are amended, modified or otherwise supplemented from time to time).

*"Exit ABL Facility"* means a secured asset-based revolving credit facility, if any, entered into on the Effective Date in accordance with the Restructuring Documents and the Restructuring Support Agreement.

*"Exit DDTL Facility"* means a delayed-draw term loan facility up to \$200 million, if any, that may be provided by the Delayed-Draw Commitment Parties upon the terms and subject to the conditions of the Delayed-Draw Term Loan Commitment Letter and entered into on the Effective Date in accordance with the Restructuring Documents and the Delayed-Draw Term Loan Commitment Letter.

*"Exit Facility"* means any Exit ABL Facility and/or the Exit DDTL Facility, as applicable.

*"Exit Facility Agent"* means the administrative agent and collateral agent under any Exit Facility Credit Agreement, solely in its capacity as such.

*"Exit Facility Credit Agreement"* means each credit agreement in respect of the Exit Facility, in substantially the form as Filed, or consistent with a term sheet as Filed, with the Plan Supplement, the terms and conditions of which are acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement.

*"Exit Facility Lenders"* means the lenders under each Exit Facility Credit Agreement, solely in their respective capacities as such.

*"Exit Facility Loan Documents"* means each Exit Facility Credit Agreement and any other guarantee, security agreement, deed of trust, mortgage, and other documents (including UCC financing statements), contracts, and agreements entered into with respect to, or in connection with, the applicable Exit Facility Credit Agreement.

“File” or “Filed” or “Filing” means file, filed or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

“Final Order” means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the subject matter, as entered on the docket in any Chapter 11 Case or the docket of any court of competent jurisdiction, and as to which the time to appeal, or seek certiorari or move for a new trial, reargument, or rehearing has expired and no appeal or petition for certiorari or other proceedings for a new trial, reargument, or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be timely filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument, or rehearing shall have been denied, resulted in no stay pending appeal of such order, or has otherwise been dismissed with prejudice; provided, however, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order shall not preclude such order from being a Final Order.

“General Unsecured Claim” means any Claim that is not a/an: Administrative Claim; DIP Facility Claim; Professional Fee Claim; Priority Tax Claim; Secured Tax Claim; Other Priority Claim; Other Secured Claim; Intercompany Claim; Prepetition Debt Claim; or 510(b) Equity Claim.

“Governmental Unit” means a “governmental unit” as defined in section 101(27) of the Bankruptcy Code.

“Holder” means a Person or an Entity holding a Claim or Equity Interest, as the context requires.

“Impaired” means, when used in reference to a Claim or Equity Interest, a Claim or Equity Interest that is “impaired” within the meaning of section 1124 of the Bankruptcy Code.

“Indemnification Provisions” means, collectively, each of the provisions in place as of the Restructuring Support Agreement Effective Date (whether in bylaws, certificates of formation or incorporation, board resolutions, employment contracts or otherwise) whereby any Debtor agrees to indemnify, reimburse, provide contribution or advance fees and expenses to or for the benefit of, defend, exculpate, or limit the liability of, any Indemnified Party.

“Indemnified Parties” means each of the Debtors’ and their respective subsidiaries’ directors, officers, and managers in their respective capacities as such that served in such capacity on or after the Restructuring Support Agreement Effective Date and is not an Excluded Party.

“Insurance and Surety Contracts” means all insurance policies and all surety bonds and related agreements of indemnity that have been issued at any time to, or provide coverage to, any of the Debtors and all agreements, documents, or instruments relating thereto.

“Intercompany Claim” means any Claim against any of the Debtors held by another Debtor, other than an Administrative Claim.

“*Intercompany Equity Interest*” means direct and indirect Equity Interests in a Debtor (other than Parent) held by another Debtor.

“*Lien*” means a “lien” as defined in section 101(37) of the Bankruptcy Code, and, with respect to any property or asset, includes, without limitation, any mortgage, lien, pledge, charge, security interest or other encumbrance of any kind, or any other type of preferential arrangement that has the practical effect of creating a security interest, in respect of such property or asset.

“*Local Rules*” means the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Southern District of Texas.

“*New Board*” means the initial board of directors of Reorganized Parent to be put in place on and as of the Effective Date in accordance with the Restructuring Support Agreement. The members of the initial board of directors of Reorganized Parent, if known, shall be identified in the Plan Supplement.

“*New Common Stock*” means the new common stock of Reorganized Parent to be issued pursuant to this Plan and the Amended/New Corporate Governance Documents.

“*New Common Stock Pool*” means 100% of the New Common Stock issued and outstanding on the Effective Date. For the avoidance of doubt, from and after the Effective Date, the New Common Stock Pool shall be subject to dilution by the New MIP Equity.

“*New Management Incentive Plan*” has the meaning set forth in Article V.H of this Plan.

“*New MIP Equity*” means the New Common Stock or other equity interests issued from time to time pursuant to or in connection with the New Management Incentive Plan.

“*New Registration Rights Agreement*” means, if applicable, the registration rights agreement with respect to the New Common Stock, in substantially the form Filed with the Plan Supplement, which agreement shall contain terms and conditions which are acceptable to the Required Consenting Noteholders, in consultation with the Debtors.

“*New Stockholders Agreement*” means, if applicable, that certain stockholders agreement of Reorganized Parent, in substantially the form Filed with the Plan Supplement, which agreement shall contain terms and conditions acceptable to the Required Consenting Noteholders, in consultation with the Debtors.

“*Non-Debtor Releasing Parties*” means, collectively, in each case in their capacities as such:

- (a) the Prepetition Credit Agreement Agent and the Prepetition Credit Agreement Lenders;
- (b) the DIP Agent;
- (c) the DIP Lenders;

- (d) the Prepetition Notes Indenture Trustee;
- (e) the Ad Hoc Noteholder Group and the members thereof;
- (f) the Consenting Noteholders;
- (g) the Delayed-Draw Commitment Parties;
- (h) the Distribution Agents;
- (i) each Exit Facility Agent;
- (j) the Exit Facility Lenders;
- (k) those Holders of Claims presumed to accept this Plan that do not affirmatively opt out of the Third Party Release;
- (l) the Holders of Claims and Old Parent Interests that vote to accept this Plan;
- (m) the Releasing Old Parent Interestholders; and
- (n) the Prepetition Noteholders that are not Consenting Noteholders and do not affirmatively opt out of the Third Party Release.

“*Notice*” has the meaning set forth in Article XII.K of this Plan.

“*Notice of Non-Voting Status*” means that form of notice sent to Holders of Claims and Equity Interests in Classes 1-4, 8, 10 and 12 notifying them of, among other things, their non-voting status and providing them with the opportunity to opt out of the Third Party Releases.

“*Old Parent Interest*” means the Equity Interests in Parent, as in existence immediately prior to the Effective Date.

“*Other Priority Claim*” means any Claim accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim, an Administrative Claim or a DIP Facility Claim.

“*Other Secured Claim*” means any Secured Claim other than an Administrative Claim, Secured Tax Claim, DIP Facility Claim, or Prepetition Credit Agreement Claim.

“*Parent*” means Superior Energy Services, Inc., as a debtor-in-possession in these Chapter 11 Cases.

“*Parent GUC Recovery Cash Pool*” means Cash in the aggregate amount equal to \$125,000.

“*Parent Subsidiary*” means each direct and indirect, wholly-owned subsidiary of Parent.

“*Person*” means a “person” as defined in section 101(41) of the Bankruptcy Code and also includes any natural person, corporation, general or limited partnership, limited liability company, firm, trust, association, government, governmental agency or other Entity, whether acting in an individual, fiduciary or other capacity.

“*Petition Date*” means the date on which the Debtors commence the Chapter 11 Cases.

“*Plan*” means this *Joint Prepackaged Plan of Reorganization for Superior Energy Services, Inc. and its Affiliate Debtors under Chapter 11 of the Bankruptcy Code*, dated December [•], 2020, including the Exhibits and all supplements, appendices, and schedules thereto (including any appendices, exhibits, schedules, and supplements to this Plan that are contained in the Plan Supplement), either in its present form or as the same may be amended, supplemented, or modified from time to time.

“*Plan Objection Deadline*” means the date and time by which objections to Confirmation and Consummation of this Plan must be Filed with the Bankruptcy Court.

“*Plan Schedule*” means a schedule annexed to this Plan or an appendix to the Disclosure Statement (as amended, modified or otherwise supplemented from time to time).

“*Plan Securities*” has the meaning set forth in Article V.I of this Plan.

“*Plan Securities and Documents*” has the meaning set forth in Article V.I of this Plan.

“*Plan Supplement*” means, collectively, the compilation of term sheets, documents and forms of documents, and all exhibits, attachments, schedules, agreements, documents and instruments referred to therein, ancillary or otherwise, including, without limitation, the Exhibits and Plan Schedules, all of which are incorporated by reference into, and are an integral part of, this Plan, as all of the same may be amended, supplemented, or modified from time to time at any time prior to the Effective Date. The Plan Supplement shall be in form and substance reasonably acceptable to the Debtors and the Required Consenting Noteholders and shall be Filed initially with the Bankruptcy Court at least seven (7) days prior to the Confirmation Hearing.

“*Prepetition Credit Agreement*” means that certain Fifth Amended and Restated Credit Agreement, dated as of October 20, 2017, by and among SESI, L.L.C., as borrower, Parent, the Prepetition Credit Agreement Agent, and the Prepetition Credit Agreement Lenders, as amended, supplemented, or modified from time to time prior to the Petition Date.

“*Prepetition Credit Agreement Agent*” means JPMorgan Chase Bank, N.A., in its capacity as administrative agent under the Prepetition Credit Agreement.

“*Prepetition Credit Agreement Claims*” means any and all Claims arising from, under or in connection with the Prepetition Credit Agreement (including, without limitation, any and all “Rate Management Obligations,” “Specified Cash Management Obligations” and other “Obligations” as defined therein) or any other Prepetition Loan Document relating to the Prepetition Credit Agreement.

“*Prepetition Credit Agreement Lenders*” means the lenders party to the Prepetition Credit Agreement from time to time.

“*Prepetition Credit Agreement Liens*” means the Liens securing the Prepetition Credit Agreement Claims.

“*Prepetition Debt Claims*” means, collectively, the Prepetition Credit Agreement Claims and the Prepetition Notes Claims.

“*Prepetition Debt Documents*” means, collectively, the Prepetition Credit Agreement, the Prepetition Loan Documents, the Prepetition Notes and the Prepetition Notes Indentures.

“*Prepetition Loan Documents*” means the “Loan Documents” as defined in the Prepetition Credit Agreement, in each case as amended, supplemented, or modified from time to time prior to the Petition Date.

“*Prepetition Noteholders*” means, collectively, the record holders of and owners of beneficial interests in the Prepetition Notes.

“*Prepetition Notes*” means, collectively, those certain 7.125% senior unsecured notes due 2021 (the “**2021 Notes**”) and those certain 7.750% senior unsecured notes due 2024 (the “**2024 Notes**”) issued by SESI, L.L.C. pursuant to the applicable Prepetition Notes Indentures, in an aggregate principal amount of \$1.30 billion.

“*Prepetition Notes Claims*” means any and all Claims arising from, under, or in connection with the Prepetition Notes, the Prepetition Notes Indentures or any document or agreement related to the Prepetition Notes or the Prepetition Notes Indentures.

“*Prepetition Notes Indentures*” means, collectively, (a) that certain Indenture, dated as of December 6, 2011, by and among SESI, L.L.C., as issuer, each of the guarantors party thereto from time to time, the Prepetition Notes Indenture Trustee, and the Prepetition Noteholders party thereto from time to time, governing the issuance of the 2021 Notes, and (b) that certain Indenture, dated as of August 17, 2017, by and among SESI, L.L.C., as issuer, each of the guarantors party thereto from time to time, the Prepetition Notes Indenture Trustee, and the Prepetition Noteholders party thereto from time to time, governing the issuance of the 2024 Notes, in each case as amended, restated, modified, supplemented, or replaced from time to time prior to the Petition Date.

“*Prepetition Notes Indenture Trustee*” means The Bank of New York Mellon Trust Company, N.A., solely in its capacity as indenture trustee and in each other capacity for which it serves under or in connection with the Prepetition Notes Indentures; provided that if the context requires only certain of the foregoing capacities, then only in such capacity(ies).

“*Prepetition Notes Indenture Trustee Charging Lien*” means any Lien or other priority in payment arising prior to the Effective Date to which the Prepetition Notes Indenture Trustee is entitled, pursuant to the Prepetition Notes Indentures, against distributions to be made to Holders of Allowed Prepetition Notes Claims for payment of any Prepetition Notes Indenture Trustee Fees and Expenses.



“*Prepetition Notes Indenture Trustee Fees and Expenses*” means the reasonable and documented compensation, fees, expenses, disbursements and indemnity claims incurred by the Prepetition Notes Indenture Trustee, including without limitation, attorneys’ and agents’ fees, expenses and disbursements, incurred by the Prepetition Notes Indenture Trustee, whether prior to or after the Petition Date and whether prior to or after consummation of this Plan, in each case to the extent payable or reimbursable under the Prepetition Notes Indentures.

“*Priority Tax Claim*” means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

“*Pro Rata*” means the proportion that an Allowed Claim or Allowed Equity Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Equity Interests in such Class.

“*Professional*” means any Person or Entity retained by the Debtors or the Committee in the Chapter 11 Cases pursuant to section 327, 328, 363, and/or 1103 of the Bankruptcy Code (other than an ordinary course professional).

“*Professional Fee Claim*” means a Claim for Accrued Professional Compensation under sections 328, 330, 331, or 503 of the Bankruptcy Code.

“*Professional Fee Claim Reserve*” means the reserve established and maintained in an amount reasonably determined by the Reorganized Debtors, in consultation with the Required Consenting Noteholders, from Cash on hand existing immediately prior to the Effective Date to pay in full in Cash the Professional Fee Claims incurred on or prior to the Effective Date, as and when such claims become Allowed; provided, however, that the Required Consenting Noteholders shall have the right to challenge the reasonableness of any such amount.

“*Professional Fees Bar Date*” means the Business Day that is forty-five (45) days after the Effective Date or such other date as approved by Final Order of the Bankruptcy Court.

“*Regulation D*” means Regulation D promulgated under the Securities Act.

“*Regulation S*” means Regulation S promulgated under the Securities Act.

“*Related Persons*” means, with respect to any Person or Entity, such Person’s or Entity’s respective predecessors, successors, assigns and present and former Affiliates (whether by operation of law or otherwise) and subsidiaries, and each of their respective current and former officers, directors, principals, employees, shareholders, members (including *ex officio* members and managing members), managers, managed accounts or funds, management companies, fund advisors, advisory or subcommittee board members, partners, agents, financial advisors, attorneys, accountants, investment bankers, investment advisors, consultants, representatives, and other professionals, and any Person or Entity claiming by or through any of them, including such Related Persons’ respective heirs, executors, estates, servants, and nominees; provided, however, that no insurer of any Debtor shall constitute a Related Person.

“*Release*” means the release given by the Releasing Parties to the Released Parties as set forth in Article X.B hereof.



“*Released Party*” means, collectively:

- (a) the Debtors;
- (b) the Reorganized Debtors;
- (c) the Prepetition Credit Agreement Agent and the Prepetition Credit Agreement Lenders;
- (d) the DIP Agent;
- (e) the DIP Lenders;
- (f) the Prepetition Notes Indenture Trustee;
- (g) the Ad Hoc Noteholder Group and the members thereof in their capacities as such;
- (h) the Consenting Noteholders;
- (i) the Delayed-Draw Commitment Parties;
- (j) the Distribution Agents;
- (k) each Exit Facility Agent;
- (l) the Exit Facility Lenders;
- (m) the Releasing Old Parent Interestholders; and
- (n) with respect to each of the foregoing Persons and Entities in clauses (a) through (m), each such Person’s and Entity’s respective Related Persons, in each case solely in their capacity as such; provided, however, that the Released Parties shall not include any Excluded Parties.

“*Releasing Old Parent Interestholder*” means a Holder of an Old Parent Interest that does not affirmatively opt out of the Third Party Release, as provided on its Notice of Non-Voting Status.

“*Releasing Party*” has the meaning set forth in Article X.B hereof.

“*Reorganization Steps Overview*” means the description of the steps of the Restructuring Transactions, substantially in the form Filed with the Plan Supplement in form and substance reasonably acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement.

“*Reorganized Debtors*” means, subject to the Restructuring Transactions, the Debtors as reorganized pursuant to this Plan on or after the Effective Date, and their respective successors.

“*Reorganized Parent*” means, subject to the Restructuring Transactions, Superior Energy Services, Inc., as reorganized pursuant to this Plan on the Effective Date, and its successors.

“*Required Consenting Noteholders*” has the meaning set forth in the Restructuring Support Agreement.

“*Restructuring Documents*” means, collectively, the documents and agreements (and the exhibits, schedules, annexes and supplements thereto) necessary to implement, or entered into in connection with, this Plan, including, without limitation, the Plan Supplement, the Exhibits, the Plan Schedules, the Reorganization Steps Overview, the Equity Rights Offering Procedures, the Amended/New Corporate Governance Documents, the Exit Credit Agreements, and, in each case, all documents and agreements related thereto, all of which Restructuring Documents shall be in form and substance reasonably acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement.

“*Restructuring Support Agreement*” means that certain Amended and Restated Restructuring Support Agreement, dated as of December 4, 2020, by and among the Debtors and the Consenting Noteholders (as amended, supplemented or modified from time to time).

“*Restructuring Support Agreement Effective Date*” means September 29, 2020.

“*Restructuring Term Sheet*” means the term sheet attached as Exhibit A to the Restructuring Support Agreement.

“*Restructuring Transactions*” has the meaning ascribed thereto in Article V of this Plan.

“*Retained Litigation Claims*” means the claims, rights of action, suits or proceedings, whether in law, equity, or otherwise, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, that any Debtor or any Estate may hold against any Person or Entity, including, without limitation, the Causes of Action of the Debtors or their Estates, in each case solely to the extent of the Debtors’ or their Estates’ interest therein. A non-exclusive list of the Retained Litigation Claims held by the Debtors as of the Effective Date shall be Filed with the Plan Supplement, which shall be deemed to include any derivative actions filed against any Debtor as of the Effective Date.

“*Schedules*” means the schedules of assets and liabilities, schedules of Executory Contracts, and statement of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code and the applicable Bankruptcy Rules, as such Schedules may be amended, modified, or supplemented from time to time, if any such Schedules are required to be Filed by order of the Bankruptcy Court.

“*SEC*” means the U.S. Securities and Exchange Commission.

“*Secured Claim*” means a Claim that is secured by a Lien on property in which any of the Debtors’ Estates have an interest or that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the Claim holder’s interest in such Estate’s interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to

section 506(a) of the Bankruptcy Code or, in the case of setoff, pursuant to section 553 of the Bankruptcy Code.

“*Secured Tax Claim*” means any Secured Claim which, absent its secured status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code.

“*Securities Act*” means the Securities Act of 1933, 15 U.S.C. §§ 77c-77aa, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

“*Specified Employee Plans*” has the meaning set forth in Article VI.G of this Plan.

“*Stamp or Similar Tax*” means any stamp tax, recording tax, conveyance fee, intangible or similar tax, mortgage tax, personal or real property tax, real estate transfer tax, sales tax, use tax, transaction privilege tax (including, without limitation, such taxes on prime contracting and owner-builder sales), privilege taxes (including, without limitation, privilege taxes on construction contracting with regard to speculative builders and owner builders), and other similar taxes or fees imposed or assessed by any Governmental Unit.

“*Subscription Rights*” means the right to participate in the Equity Rights Offering as set forth in the Equity Rights Offering Procedures.

“*Third Party Release*” has the meaning set forth in Article X.B hereof.

“*Unexercised Equity Interests*” means any and all unexercised options, performance, stock units, restricted stock units, restricted stock awards, warrants, calls, rights, puts, awards, commitments, or any other agreements, arrangements, or commitments of any character, kind, or nature to acquire, exchange for, or convert into an Old Parent Interest, as in existence immediately prior to the Effective Date.

“*Unexpired Lease*” means a lease to which any Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

“*Unimpaired*” means, with respect to a Class of Claims or Equity Interests, a Claim or an Equity Interest that is “unimpaired” within the meaning of section 1124 of the Bankruptcy Code.

“*Unused Cash Reserve Amount*” means the remaining Cash, if any, in the Professional Fee Claim Reserve after all obligations and liabilities for which such reserve was established are paid, satisfied, and discharged in full in Cash or are disallowed by Final Order in accordance with this Plan.

“*Voting and Claims Agent*” means Kurtzman Carson Consultants LLC, in its capacity as solicitation, notice, claims and balloting agent for the Debtors.

“*Voting Classes*” means Classes 5, 6 and 7.

“*Voting Deadline*” means the date and time, as such date and time may be extended, by which all Ballots must be received by the Voting and Claims Agent in accordance with the Disclosure Statement Interim Order.

“*Voting Record Date*” means the date for determining which Holders of Claims in the Voting Classes are entitled, as applicable, to receive the Disclosure Statement and to vote to accept or reject this Plan, which date is December 3, 2020.

## ARTICLE II.

### ADMINISTRATIVE, DIP FACILITY, AND PRIORITY TAX CLAIMS

#### A. *Administrative Claims*

Subject to sub-paragraph 1 below, on the later of the Effective Date or the date on which an Administrative Claim becomes an Allowed Administrative Claim, or, in each such case, as soon as practicable thereafter, each Holder of an Allowed Administrative Claim (other than an Allowed Professional Fee Claim) shall receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim either (i) Cash equal to the amount of such Allowed Administrative Claim; or (ii) such other less favorable treatment as to which the Debtors (with the consent of the Required Consenting Noteholders) or Reorganized Debtors, as applicable, and the Holder of such Allowed Administrative Claim shall have agreed upon in writing; provided, however, that Administrative Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court.

##### 1. Professional Fee Claims

Professionals or other Entities asserting a Professional Fee Claim for services rendered before the Effective Date must File and serve on counsel to the Reorganized Debtors, counsel to the Ad Hoc Noteholder Group and such other Entities who are designated in the Confirmation Order an application for final allowance of such Professional Fee Claim no later than the Professional Fees Bar Date; provided that no application or notice to or order of the Bankruptcy Court shall be required in order for the Reorganized Debtors to pay Professionals for any work performed after the Effective Date, including those reasonable and documented fees and expenses incurred by Professionals in connection with the implementation and consummation of this Plan.

Objections to any Professional Fee Claim must be Filed and served on counsel to the Reorganized Debtors, counsel to the Ad Hoc Noteholder Group and the requesting party by no later than twenty-one (21) days after the Filing of the applicable final request for payment of the Professional Fee Claim. Each Holder of an Allowed Professional Fee Claim shall be paid in full in Cash by the Reorganized Debtors, first from the Professional Fee Claim Reserve, within five (5) Business Days after entry of the order approving such Allowed Professional Fee Claim. The Reorganized Debtors shall not commingle any funds contained in the Professional Fee Claim Reserve and shall use such funds to pay only the Professional Fee Claims, as and when allowed by order of the Bankruptcy Court. Notwithstanding anything to the contrary contained in this Plan, the failure of the Professional Fee Claim Reserve to satisfy in full the Professional Fee Claims shall not, in any way, operate or be construed as a cap or limitation on the amount of Professional Fee Claims due and payable by the Reorganized Debtors. The Professional Fee Claim Reserve shall be maintained in trust for the Professionals and shall not be considered property of the Debtors’ Estates; provided that the Reorganized Debtors shall have a reversionary interest in the

Unused Cash Reserve Amount. To the extent that funds held in the Professional Fee Claim Reserve do not or are unable to satisfy the full amount of the Allowed Professional Fee Claims, such Professionals shall have an Allowed Administrative Claim for any such deficiency, which shall be satisfied in full in Cash in accordance with Article II.A of this Plan.

*B. DIP Super-Priority Claims*

The DIP Super-Priority Claims shall be Allowed in the full amount due and owing under the DIP Documents, including all principal, accrued and accruing postpetition interest, costs, fees and expenses. On the Effective Date, the Allowed DIP Super-Priority Claims shall, in full satisfaction, settlement, discharge and release of, and in exchange for such the DIP Super-Priority Claims, be indefeasibly paid in full in Cash from the proceeds of each Exit Facility, and the DIP Liens shall be deemed discharged, released, and terminated for all purposes without further action of or by any Person or Entity, or shall be deemed by the Confirmation Order to continue so as to secure the Exit Facility, as the case may be; provided that the DIP Contingent Obligations shall survive the Effective Date on an unsecured basis and shall be paid by the Reorganized Debtors as and when due, provided further that any Allowed DIP Super-Priority Claims related to letters of credit issued and outstanding as of the Effective Date, or to cash management obligations or hedging obligations in existence on the Effective Date, may be deemed outstanding under the Exit ABL Facility or receive such other treatment as may be acceptable to the Debtors, the DIP Agent and the Required Consenting Noteholders.

*C. Priority Tax Claims*

Subject to Article VIII hereof, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Priority Tax Claim shall receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Priority Tax Claim, at the election of the Debtors or Reorganized Debtors, as applicable: (i) Cash equal to the amount of such Allowed Priority Tax Claim; (ii) such other less favorable treatment as to which the Debtors (with the consent of the Required Consenting Noteholders) or Reorganized Debtors, as applicable, and the Holder of such Allowed Priority Tax Claim have agreed upon in writing; (iii) such other treatment such that it shall not be Impaired pursuant to section 1124 of the Bankruptcy Code; or (iv) pursuant to and in accordance with sections 1129(a)(9)(C) and 1129(a)(9)(D) of the Bankruptcy Code, Cash in an aggregate amount of such Allowed Priority Tax Claim payable in regular installment payments over a period ending not more than five (5) years after the Petition Date, plus simple interest at the rate required by applicable non-bankruptcy law on any outstanding balance from the Effective Date, or such lesser rate as is agreed to in writing by a particular taxing authority and the Debtors or Reorganized Debtors, as applicable, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code; provided, however, that Priority Tax Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court. Any installment payments to be made under clause (iii) or (iv) above shall be made in equal quarterly Cash payments beginning on the Effective Date (or as soon as reasonably practicable thereafter), and continuing on a quarterly basis until payment in full of the applicable Allowed Priority Tax Claim.

### ARTICLE III.

#### CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS

##### A. *Summary*

This Plan constitutes a separate plan of reorganization for each Debtor. All Claims and Equity Interests, except Administrative Claims, DIP Super-Priority Claims, and Priority Tax Claims, are placed in the Classes set forth below. For all purposes under this Plan, each Class shall contain sub-Classes for each of the Debtors (*i.e.*, there shall be twelve (12) Classes for each Debtor); provided, that any Class that is vacant as to a particular Debtor shall be treated in accordance with Article III.D below.

The categories of Claims and Equity Interests listed below classify Claims and Equity Interests for all purposes, including, without limitation, for voting, confirmation and distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. This Plan deems a Claim or Equity Interest to be classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remaining portion of such Claim or Equity Interest qualifies within the description of such different Class. A Claim or Equity Interest is in a particular Class only to the extent that any such Claim or Equity Interest is Allowed in that Class and has not been paid, released, disallowed or otherwise settled prior to the Effective Date.

##### Summary of Classification and Treatment of Classified Claims and Equity Interests

<u>Class</u>	<u>Claim/Equity Interest</u>	<u>Status</u>	<u>Voting Rights</u>
1.	Other Priority Claims	Unimpaired	Presumed to Accept
2.	Other Secured Claims	Unimpaired	Presumed to Accept
3.	Secured Tax Claims	Unimpaired	Presumed to Accept
4.	Prepetition Credit Agreement Claims	Unimpaired	Presumed to Accept
5.	<b><i>Prepetition Notes Claims Against Parent</i></b>	<b><i>Impaired</i></b>	<b><i>Entitled to Vote</i></b>
6.	<b><i>General Unsecured Claims Against Parent</i></b>	<b><i>Impaired</i></b>	<b><i>Entitled to Vote</i></b>
7.	<b><i>Prepetition Notes Claims Against Affiliate Debtors</i></b>	<b><i>Impaired</i></b>	<b><i>Entitled to Vote</i></b>
8.	General Unsecured Claims Against Affiliate Debtors	Unimpaired	Presumed to Accept



<b>Class</b>	<b>Claim/Equity Interest</b>	<b>Status</b>	<b>Voting Rights</b>
9.	Intercompany Claims	Unimpaired	Presumed to Accept
10.	Old Parent Interests	Impaired	Deemed to Reject
11.	Intercompany Equity Interests	Unimpaired	Presumed to Accept
12.	510(b) Equity Claims	Impaired	Deemed to Reject

*B. Classification and Treatment of Claims and Equity Interests*

1. Class 1 - Other Priority Claims

- (a) *Classification:* Class 1 consists of the Other Priority Claims.
- (b) *Treatment:* Subject to Article VIII hereof, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Class 1 Claim shall receive in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 1 Claim, at the election of the Debtors or Reorganized Debtors, as applicable (with the consent of the Required Consenting Noteholders): (A) Cash equal to the amount of such Allowed Class 1 Claim; (B) such other less favorable treatment as to which the Debtors or Reorganized Debtors, as applicable, and the Holder of such Allowed Class 1 Claim shall have agreed upon in writing; or (C) such other treatment such that it shall not be impaired pursuant to section 1124 of the Bankruptcy Code; provided, however, that Class 1 Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with the terms and conditions of any agreements relating thereto without further notice to or order of the Bankruptcy Court.
- (c) *Voting:* Class 1 is an Unimpaired Class, and the Holders of Claims in Class 1 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 1 are not entitled to vote to accept or reject this Plan. Holders of Claims in Class 1 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting-out of the Third Party Releases.

2. Class 2 - Other Secured Claims

- (a) *Classification:* Class 2 consists of the Other Secured Claims. Class 2 consists of separate subclasses for each Other Secured Claim.



- (b) *Treatment:* Subject to Article VIII hereof, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Class 2 Claim shall receive in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 2 Claim, at the election of the Debtors or Reorganized Debtors, as applicable (with the consent of the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement): (A) Cash equal to the amount of such Allowed Class 2 Claim; (B) such other less favorable treatment as to which the Debtors or Reorganized Debtors, as applicable, and the Holder of such Allowed Class 2 Claim shall have agreed upon in writing; (C) the Collateral securing such Allowed Class 2 Claim; or (D) such other treatment such that it shall not be impaired pursuant to section 1124 of the Bankruptcy Code; provided, however, that Class 2 Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with the terms and conditions of any agreements relating thereto without further notice to or order of the Bankruptcy Court.
- (c) *Voting:* Class 2 is an Unimpaired Class, and the Holders of Claims in Class 2 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 2 are not entitled to vote to accept or reject this Plan. Holders of Claims in Class 2 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting-out of the Third Party Releases.

### 3. Class 3 - Secured Tax Claims

- (a) *Classification:* Class 3 consists of the Secured Tax Claims.
- (b) *Treatment:* Subject to Article VIII hereof, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Class 3 Claim shall receive in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 3 Claim, at the election of the Debtors or Reorganized Debtors, as applicable (with the consent of the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement): (A) Cash equal to the amount of such Allowed Class 3 Claim; (B) such other less favorable treatment as to which the Debtors or Reorganized Debtors, as applicable, and the Holder of such Allowed Class 3 Claim shall have agreed upon in writing; (C) the Collateral securing such Allowed Class 3 Claim; (D) such other treatment such that it shall not be impaired pursuant to section 1124 of the Bankruptcy Code; or (E) pursuant to and in accordance with sections 1129(a)(9)(C) and 1129(a)(9)(D) of the Bankruptcy Code, Cash in an aggregate amount of such Allowed Class 3 Claim payable in regular installment payments over a period ending not more than five (5) years after the Petition Date, plus simple interest at the rate required by applicable non-bankruptcy law on any

outstanding balance from the Effective Date, or such lesser rate as is agreed to in writing by a particular taxing authority and the Debtors or Reorganized Debtors, as applicable, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code; provided, however, that Class 3 Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court. Any installment payments to be made under clause (D) or (E) above shall be made in equal quarterly Cash payments beginning on the Effective Date (or as soon as reasonably practicable thereafter), and continuing on a quarterly basis until payment in full of the applicable Allowed Class 3 Claim.

- (c) *Voting:* Class 3 is an Unimpaired Class, and the Holders of Claims in Class 3 shall be conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Claims in Class 3 are not entitled to vote to accept or reject this Plan. Holders of Claims in Class 3 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases.

#### 4. Class 4 – Prepetition Credit Agreement Claims

- (a) *Classification:* Class 4 consists of the Prepetition Credit Agreement Claims.
- (b) *Allowance:* The Prepetition Credit Agreement Claims are deemed Allowed in the aggregate principal amount of \$47,357,275, plus accrued and unpaid interest thereon.
- (c) *Treatment:* On the Effective Date, the Allowed Prepetition Credit Agreement Claims, other than Prepetition Credit Agreement Claims related to any outstanding letters of credit, shall, in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Claims, be indefeasibly paid in full in Cash. To the extent any Prepetition Credit Agreement Claims related to letters of credit issued and outstanding, cash management obligations, or hedging obligations, in each case, as of the Effective Date under the Prepetition Credit Agreement, have not been deemed outstanding under the DIP Facility pursuant to the DIP Orders, such Claims shall in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Claims either be (i) in the case of Claims in respect of letters of credit, 105% cash collateralized, (ii) be deemed outstanding under the Exit ABL Facility, or (iii) receive such other treatment as may be acceptable to the Debtors, the Prepetition Credit Agreement Agent, the Issuing Lenders if applicable (as defined in the Prepetition Credit Agreement) and the Required Consenting Noteholders.

- (d) *Voting:* Class 4 is an Unimpaired Class, and the Holders of Claims in Class 4 shall be conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Claims in Class 4 are not entitled to vote to accept or reject this Plan. Holders of Claims in Class 4 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases

#### 5. Class 5 – Prepetition Notes Claims Against Parent

- (a) *Classification:* Class 5 consists of the Prepetition Notes Claims against Parent only.
- (b) *Allowance:* The Prepetition Notes Claims against Parent are deemed Allowed in the aggregate principal amount of \$1.30 billion, plus accrued and unpaid interest thereon, consisting of:
  - (i) \$800 million in aggregate principal amount, plus accrued and unpaid interest on account of the 2021 Notes; and
  - (ii) \$500 million in aggregate principal amount, plus accrued and unpaid interest on account of the 2024 Notes.
- (c) *Treatment:* On, or as soon as reasonably practicable after, the Effective Date, each Holder of an Allowed Prepetition Notes Claim against Parent shall receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim, its Pro Rata share (calculated together with the Claims in Class 6) of the Parent GUC Recovery Cash Pool; *provided* that the Holders of the Prepetition Notes Claims against Parent shall waive any distribution from the Parent GUC Recovery Cash Pool.
- (d) *Voting:* Class 5 is Impaired, and Holders of Claims in Class 5 are entitled to vote to accept or reject this Plan.

***The foregoing is offered to Class 5 solely for settlement purposes under Rule 408 of the Federal Rules of Evidence and analogous state law, and such settlement is conditioned on the Bankruptcy Court confirming this Plan and the occurrence of the Effective Date.***

#### 6. Class 6 – General Unsecured Claims Against Parent

- (a) *Classification:* Class 6 consists of the General Unsecured Claims against Parent only.
- (b) *Treatment:* Subject to Article VIII hereof, on, or as soon as reasonably practicable after, the Effective Date, each Holder of an Allowed General Unsecured Claim against Parent shall receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim, its Pro Rata share (calculated together with the Claims in Class 5) of the Parent GUC Recovery Cash Pool.

- (c) *Voting:* Class 6 is Impaired, and Holders of Claims in Class 6 are entitled to vote to accept or reject this Plan.

***The foregoing is offered to Class 6 solely for settlement purposes under Rule 408 of the Federal Rules of Evidence and analogous state law, and such settlement is conditioned on the Bankruptcy Court confirming this Plan and the occurrence of the Effective Date.***

7. Class 7 - Prepetition Notes Claims Against Affiliate Debtors

- (a) *Classification:* Class 7 consists of the Prepetition Notes Claims against any Affiliate Debtor.
- (b) *Allowance:* The Prepetition Notes Claims against any Affiliate Debtor are deemed Allowed in the aggregate principal amount of \$1.30 billion, plus accrued and unpaid interest thereon, consisting of:
- (i) \$800 million in aggregate principal amount, plus accrued and unpaid interest on account of the 2021 Notes; and
  - (ii) \$500 million in aggregate principal amount, plus accrued and unpaid interest on account of the 2024 Notes.
- (c) *Treatment:* On the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Prepetition Notes Claim against any Affiliate Debtor shall receive, in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Claim, its Pro Rata share of:
- (i) the Cash Payout, or
  - (ii) solely to the extent that such Holder timely and validly elects to be a Cash Opt-Out Noteholder on the Ballot provided to such Holder or is otherwise deemed to be a Cash Opt-Out Noteholder, (A) 100% of the New Common Stock Pool, subject to dilution from and after the Effective Date on account of the New MIP Equity, and (B), to the extent such Holder is an Accredited Cash Opt-Out Noteholder, Subscription Rights.

In order to opt out of the Cash Payout with respect to all or any portion of its Allowed Prepetition Notes Claim, such applicable Prepetition Noteholder will be required to tender the underlying Prepetition Notes into a contra-CUSIP pursuant to DTC's ATOP procedures at the time such Holder submits its Ballot, and Prepetition Notes that are tendered into the contra-CUSIP may no longer be transferable.

Notwithstanding anything to the contrary herein, the Cash Payout is contingent upon the consummation of the Equity Rights Offering, and in the event that the Equity Rights Offering is not consummated, no Cash

Payout will be distributed to any Holder of an Allowed Prepetition Notes Claim and each Holder of Allowed Prepetition Notes Claims shall receive the distribution set forth in subsection (ii) above, regardless of whether such Holder timely and validly elected to be a Cash Opt-Out Noteholder.

*Voting:* Class 7 is Impaired, and Holders of Claims in Class 7 are entitled to vote to accept or reject this Plan.

8. Class 8 – General Unsecured Claims Against Affiliate Debtors

- (a) *Classification:* Class 8 consists of the General Unsecured Claims against any Affiliate Debtor.
- (b) *Treatment:* The legal, equitable, and contractual rights of the holders of General Unsecured Claims against any Affiliate Debtor are unaltered by this Plan. Except to the extent that a holder of a General Unsecured Claim against any Affiliate Debtor agrees to a different treatment, on and after the Effective Date, the Debtors shall continue to pay (if Allowed) or dispute each General Unsecured Claim against any Affiliate Debtor in the ordinary course of business in accordance with applicable law.
- (c) *Voting:* Class 8 is an Unimpaired Class, and the Holders of Claims in Class 8 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 8 are not entitled to vote to accept or reject this Plan. Holders of Claims in Class 8 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases.

9. Class 9 – Intercompany Claims

- (a) *Classification:* Class 9 consists of the Intercompany Claims.
- (b) *Treatment:* Subject to the Restructuring Transactions, the Intercompany Claims shall be adjusted, reinstated, compromised, or cancelled in such manner as is acceptable to the Required Consenting Noteholders, in consultation with the Debtors.
- (c) *Voting:* Class 9 is an Unimpaired Class and the Holders of Claims in Class 9 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 9 are not entitled to vote to accept or reject this Plan.

#### 10. Class 10 – Old Parent Interests

- (a) *Classification:* Class 10 consists of the Old Parent Interests.
- (b) *Treatment:* The Old Parent Interests shall be discharged and terminated on and as of the Effective Date without any distribution or retaining any property on account of such Equity Interests.
- (c) *Voting:* Class 10 is an Impaired Class and the Holders of Old Parent Interests in Class 10 are conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, the Holders of Old Parent Interests in Class 10 are not entitled to vote to accept or reject this Plan. Holders of Old Parent Interests in Class 10 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases.

#### 11. Class 11 – Intercompany Equity Interests

- (a) *Classification:* Class 11 consists of Intercompany Equity Interests.
- (b) *Treatment:* Subject to the Restructuring Transactions, the Intercompany Equity Interests shall remain effective and outstanding on the Effective Date and shall be owned and held by the same applicable Person or Entity that held and/or owned such Intercompany Equity Interests immediately prior to the Effective Date.
- (c) *Voting:* Class 11 is an Unimpaired Class and the Holders of Equity Interests in Class 11 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Equity Interests in Class 11 are not entitled to vote to accept or reject this Plan.

#### 12. Class 12 – 510(b) Equity Claims

- (a) *Classification:* Class 12 consists of the 510(b) Equity Claims.
- (b) *Treatment:* The 510(b) Equity Claims shall be discharged and terminated on and as of the Effective Date without any distribution or retaining any property on account of such Claims.
- (c) *Voting:* Class 12 is an Impaired Class and the Holders of Claims in Class 12 are conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 12 are not entitled to vote to accept or reject this Plan. Holders of Claims in Class 12 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases.

#### C. *Special Provision Governing Unimpaired Claims*



Except as otherwise provided herein, nothing under this Plan shall affect or limit the Debtors' or the Reorganized Debtors' rights and defenses (whether legal or equitable) in respect of any Unimpaired Claims, including, without limitation, all rights in respect of legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claims.

*D. Elimination of Vacant Classes*

Any Class of Claims that is not occupied as of the commencement of the Confirmation Hearing by an Allowed Claim or a claim temporarily allowed under Bankruptcy Rule 3018, or as to which no vote is cast, shall be deemed eliminated from this Plan for purposes of voting to accept or reject this Plan and for purposes of determining acceptance or rejection of this Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

**ARTICLE IV.**

**ACCEPTANCE OR REJECTION OF THE PLAN**

*A. Presumed Acceptance of Plan*

Classes 1-4, 8, 9 and 11 are Unimpaired under this Plan. Therefore, the Holders of Claims or Equity Interests in such Classes are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code and are not entitled to vote to accept or reject this Plan.

*B. Deemed Rejection of Plan*

Classes 10 and 12 are Impaired and Holders of Old Parent Interests and 510(b) Equity Claims in Classes 10 and 12, respectively, are not entitled to receive or retain any property under this Plan. Accordingly, under section 1126(g) of the Bankruptcy Code, the votes of Holders of Old Parent Interests and 510(b) Equity Claims shall not be solicited, and such Holders are deemed to reject this Plan.

*C. Voting Classes*

Classes 5, 6, and 7 are Impaired and entitled to vote under this Plan. The Holders of Claims in Classes 5, 6 and 7 as of the Voting Record Date are entitled to vote to accept or reject this Plan.

*D. Acceptance by Impaired Class of Claims*

Pursuant to section 1126(c) of the Bankruptcy Code and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims has accepted this Plan if the Holders of at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Allowed Claims in such Class actually voting have voted to accept this Plan.

*E. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code; Cram Down*

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of this Plan by Class 5 or Class 7. The Debtors request confirmation of this Plan under section 1129(b) of the Bankruptcy Code with respect to any Impaired Class that does not accept this Plan pursuant to section 1126 of the Bankruptcy Code. The Debtors reserve the right,



in accordance with the terms of the Restructuring Support Agreement, to modify this Plan or any Exhibit or Plan Schedule in order to satisfy the requirements of section 1129(b) of the Bankruptcy Code, if necessary.

*F. Votes Solicited in Good Faith*

The Debtors have, and upon the Confirmation Date shall be deemed to have, solicited votes on this Plan from the Voting Classes in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including, without limitation, sections 1125 and 1126 of the Bankruptcy Code, and any applicable non-bankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with the solicitation. Accordingly, the Debtors, the Reorganized Debtors, and each of their respective Related Parties shall be entitled to, and upon the Confirmation Date are hereby granted, the protections of section 1125(e) of the Bankruptcy Code.

## ARTICLE V.

### MEANS FOR IMPLEMENTATION OF THE PLAN

*A. Restructuring Transactions*

Without limiting any rights and remedies of the Debtors or Reorganized Debtors under this Plan or applicable law, but in all cases subject to the terms and conditions of the Restructuring Support Agreement and the Restructuring Documents and any consents or approvals required thereunder, the entry of the Confirmation Order shall constitute authorization for the Reorganized Debtors to take, or to cause to be taken, all reasonable actions necessary or appropriate to consummate and implement the provisions of this Plan, including but not limited to the actions set forth in the Reorganization Steps Overview, on and after the Confirmation Date, including such reasonable actions set forth in the Reorganization Steps Overview as may be necessary or appropriate to effectuate a corporate restructuring of their respective businesses, to otherwise simplify the overall corporate structure of the Reorganized Debtors, or to reincorporate certain of the Debtors under the laws of jurisdictions other than the laws of which the applicable Debtors are presently formed or incorporated. Such restructuring may include one or more mergers, amalgamations, consolidations, restructures, dispositions, liquidations, dissolutions, or creations of one or more new Entities, as may be reasonably determined by the Debtors or Reorganized Debtors to be necessary or appropriate (with the consent of the Required Consenting Noteholders), set forth in the steps described in the Reorganization Steps Overview, but in all cases subject to the terms and conditions of this Plan, the Restructuring Documents, the Restructuring Support Agreement, and any consents or approvals required hereunder or thereunder (collectively, the **“Restructuring Transactions”**).

All such Restructuring Transactions taken, or caused to be taken, shall be deemed to have been authorized and approved by the Bankruptcy Court upon the entry of the Confirmation Order. The actions to effectuate the Restructuring Transactions may include: (i) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, disposition, liquidation, or dissolution containing terms that are consistent with the terms of this Plan and that satisfy the applicable requirements of applicable state law and such other terms to which the applicable Entities may agree; (ii) the execution and delivery of

appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, duty, or obligation on terms consistent with the terms of this Plan and having such other terms to which the applicable Entities may agree; (iii) the filing of appropriate certificates or articles of merger, amalgamation, consolidation, or dissolution pursuant to applicable state law; (iv) the creation of one or more new Entities; and (v) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable state law in connection with such transactions, in each case in form and substance reasonably acceptable to the Required Consenting Noteholders and to the extent necessary to implement this Plan or as set forth in the Reorganization Steps Overview, and in all cases subject to the terms and conditions of the Restructuring Support Agreement, this Plan and the Restructuring Documents and any consents or approvals required thereunder.

*B. Continued Corporate Existence*

Subject to the Restructuring Transactions permitted by Article V of this Plan, after the Effective Date, the Reorganized Debtors shall continue to exist as separate legal Entities in accordance with the applicable law in the respective jurisdiction in which they are incorporated or formed and pursuant to their respective certificates or articles of incorporation and by-laws, or other applicable corporate governance documents, in effect immediately prior to the Effective Date, except to the extent such certificates or articles of incorporation and by-laws, or other applicable corporate governance documents, are amended, restated or otherwise modified under this Plan (subject to such amendment, restatement, or replacement being in accordance with applicable law of the Debtor's jurisdiction of incorporation), including pursuant to the Amended/New Corporate Governance Documents, in each case in form and substance reasonably acceptable to the Required Consenting Noteholders. Notwithstanding anything to the contrary herein, the Claims against a particular Debtor or Reorganized Debtor shall remain the obligations solely of such Debtor or Reorganized Debtor and shall not become obligations of any other Debtor or Reorganized Debtor solely by virtue of this Plan or the Chapter 11 Cases.

*C. Vesting of Assets in the Reorganized Debtors Free and Clear of Liens and Claims*

Except as otherwise expressly provided in this Plan, the Confirmation Order, or any Restructuring Document, pursuant to sections 1123(a)(5), 1123(b)(3), 1141(b) and (c) and other applicable provisions of the Bankruptcy Code, on and after the Effective Date, all property and assets of the Estates of the Debtors, including all claims, rights, and Retained Litigation Claims of the Debtors, and any other assets or property acquired by the Debtors or the Reorganized Debtors during the Chapter 11 Cases or under or in connection with this Plan (other than the Claims or Causes of Action subject to the Debtor Release, Professional Fee Claim Reserve and any rejected Executory Contracts and/or Unexpired Leases), shall vest in each of the Reorganized Debtors free and clear of all Claims, Liens, charges, and other encumbrances, subject to the Liens which survive the occurrence of the Effective Date as described in Article III of this Plan (including, without limitation, the Liens that secure the Exit Facilities). On and after the Effective Date, each of the Reorganized Debtors may (i) operate their respective businesses, (ii) use, acquire, and dispose of their respective property and (iii) compromise or settle any Claims, in each case without notice to, supervision of or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, other than restrictions expressly imposed by this Plan or the Confirmation Order.

*D. Exit Facility Loan Documents*

On the Effective Date, the Debtors and the Reorganized Debtors, as applicable, shall be authorized to execute and deliver, and to consummate the transactions contemplated by, the Exit Facility Loan Documents, in each case in form and substance acceptable to the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement and, in the case of an Exit DDTL Facility, the Delayed-Draw Term Loan Commitment Letter and to the applicable Exit Facility Lenders and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity (other than as expressly required by the applicable Exit Facility Loan Documents or as set forth as conditions precedent in the DIP Facility). On the Effective Date, each Exit Facility Loan Document shall constitute legal, valid, binding and authorized indebtedness and obligations of the Reorganized Debtors party thereto, enforceable in accordance with its respective terms and such indebtedness and obligations shall not be, and shall not be deemed to be, enjoined or subject to discharge, impairment, release or avoidance under this Plan, the Confirmation Order or on account of the Confirmation or Consummation of this Plan.

*E. New Common Stock; Book Entry*

On the Effective Date, subject to the terms and conditions of this Plan and the Restructuring Transactions and as described more fully in the Reorganization Steps Overview, Reorganized Parent shall issue the New Common Stock pursuant to this Plan and the Amended/New Corporate Governance Documents. For the avoidance of doubt, no distributions shall be made to Holders of Unexercised Equity Interests under this Plan, and any such Unexercised Equity Interests shall be deemed automatically terminated and cancelled as of the Effective Date.

Distributions of the New Common Stock may be made by delivery or book-entry transfer thereof by the applicable Distribution Agent in accordance with this Plan and the Amended/New Corporate Governance Documents. Upon the Effective Date, after giving effect to the transactions contemplated hereby, the authorized share capital or other equity securities of Reorganized Parent shall be that number of shares of New Common Stock as may be designated in the Amended/New Corporate Governance Documents.

*F. Listing of New Securities; SEC Reporting*

Prior to the Effective Date, the Required Consenting Noteholders shall determine, in consultation with the Debtors, whether to list the New Common Stock for trading on the New York Stock Exchange, the NASDAQ Capital Market, the NASDAQ Global Market, or any other national securities exchange selected by the Required Consenting Noteholders and reasonably acceptable to the Debtors, with such listing, if any, to be effective on, or as soon as reasonably practicable after, the Effective Date.

The Required Consenting Noteholders, in consultation with the Debtors, shall determine whether the Reorganized Debtors shall maintain their current status and continue as a public reporting company under applicable U.S. securities laws and shall continue to file annual, quarterly and current reports in accordance with the Exchange Act, as amended, and the rules and regulations promulgated thereunder.

*G. New Stockholders Agreement; New Registration Rights Agreement*

Subject to the Restructuring Transactions permitted by Article V.A of this Plan, on the Effective Date, Reorganized Parent shall enter into, if applicable, the New Stockholders Agreement and, if applicable, the New Registration Rights Agreement, each of which shall become effective and binding in accordance with its terms and conditions upon the parties thereto, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity (other than as expressly required by the New Stockholders Agreement and the New Registration Rights Agreement, as applicable).

On and as of the Effective Date, all of the Holders of New Common Stock shall be deemed to be parties to the New Stockholders Agreement, if any, without the need for execution by such Holder. The New Stockholders Agreement, if any, shall be binding on all Persons or Entities receiving, and all Holders of, the New Common Stock (and their respective successors and assigns), whether such New Common Stock is received or to be received on or after the Effective Date and regardless of whether such Person or Entity executes or delivers a signature page to the New Stockholders Agreement.

*H. New Management Incentive Plan*

The New Board shall be authorized to implement a management incentive plan (the “**New Management Incentive Plan**”) that provides for the issuance of options and/or other equity-based compensation to the management and directors of Reorganized Parent. Up to ten percent (10%) of the New Common Stock, on a fully diluted basis, shall be reserved for issuance in connection with the New Management Incentive Plan, with the actual amount to be reserved as determined by the New Board. The participants in the New Management Incentive Plan, the allocations and form of the options and other equity-based compensation to such participants (including the amount of allocations and the timing of the grant of the options and other equity-based compensation), and the terms and conditions of such options and other equity-based compensation (including vesting, exercise prices, base values, hurdles, forfeiture, repurchase rights and transferability) shall be determined by the New Board. Any shares of New MIP Equity shall dilute equally the shares of New Common Stock otherwise distributed pursuant to this Plan (including, without limitation, pursuant to or in connection with the Equity Rights Offering).

Notwithstanding the foregoing, (i) the New Board shall retain a compensation consultant acceptable to the Required Consenting Noteholders prior to the Effective Date to advise them regarding the development of the New Management Incentive Plan and (ii) the New Management Incentive Plan shall be adopted by the New Board within one-hundred twenty (120) days after the Effective Date.

I. *[Intentionally Deleted]*

J. *Plan Securities and Related Documentation; Exemption from Securities Laws*

On and after the Effective Date, the Debtors and the Reorganized Debtors, as applicable, are authorized to and shall provide or issue the New Common Stock to be distributed and issued under this Plan (collectively, the “**Plan Securities**”) and any and all other notes, stock, instruments, certificates, and other documents or agreements required to be distributed, issued, executed or delivered pursuant to or in connection with this Plan (collectively, the “**Plan Securities and Documents**”), in each case in form and substance acceptable to the Required Consenting Noteholders, and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity.

The offer, distribution, and issuance, as applicable, of the Plan Securities and Documents under this Plan (including New Common Stock issued in connection with the Equity Rights Offering) shall be exempt from or not subject to, or shall be effected in a manner that is exempt from or not subject to, any registration or prospectus delivery requirements under applicable securities laws (including, as applicable, Section 5 of the Securities Act or any other federal, state or local law or regulation requiring the registration and/or delivery of a prospectus for offer or sale of a security or registration or licensing of an issuer of a security) pursuant to section 1145(a) of the Bankruptcy Code and/or other applicable exemptions; provided, however, that New Common Stock issued to Cash Opt-Out Noteholders in the Equity Rights Offering pursuant to Article V of this Plan will be issued and distributed pursuant to section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder. An offering of Plan Securities provided in reliance on the exemption from registration under the Securities Act pursuant to section 1145(a) of the Bankruptcy Code may be sold without registration under such laws or regulations to the extent permitted under section 1145 of the Bankruptcy Code and deemed to be a public offering thereunder, and such Plan Securities may be resold without registration under such laws or regulations to the extent permitted under section 1145 of the Bankruptcy Code and other applicable law.

Persons or Entities who purchase securities pursuant to the exemption from registration set forth in Section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder shall acquire “restricted securities.” Resales of such restricted securities would not be exempted by section 1145 of the Bankruptcy Code from registration under the Securities Act or other applicable law. Holders of restricted securities would, however, be permitted to resell Plan Securities without registration if they are able to comply with the applicable provisions of Rule 144 promulgated under the Securities Act or Rule 144A under the Securities Act or any other applicable registration exemption under the Securities Act, or in a transaction that is registered with the SEC.

In the event that the Reorganized Debtors elect on or after the Effective Date to reflect any ownership of the Plan Securities through the facilities of DTC, the Reorganized Debtors need not provide any further evidence other than this Plan or the Confirmation Order with respect to the treatment of such securities under applicable securities laws. DTC shall accept and be entitled to conclusively rely upon this Plan or the Confirmation Order in lieu of a legal opinion regarding whether such securities are exempt from registration and/or eligible for DTC book entry delivery, settlement and depository services.



*K. Release of Liens and Claims*

To the fullest extent provided under section 1141(c) and other applicable provisions of the Bankruptcy Code, except as otherwise provided herein (including, without limitation, Article V.D of this Plan), in the Confirmation Order, or in any contract, instrument, release or other agreement or document entered into or delivered in connection with this Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to Article VII hereof, all Liens, Claims, mortgages, deeds of trust, or other security interests against the assets or property of the Debtors or the Estates shall be fully released, canceled, terminated, extinguished and discharged, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity. The filing of the Confirmation Order with any federal, state, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens, Claims and other interests to the extent provided in the immediately preceding sentence. Any Person or Entity holding such Liens, Claims or interests shall, pursuant to section 1142 of the Bankruptcy Code and in the case of any DIP Liens at the sole cost and expense of the Reorganized Debtors, promptly execute and deliver to the Reorganized Debtors such instruments of termination, release, satisfaction and/or assignment (in recordable form) as may be reasonably requested by the Reorganized Debtors.

*L. Corporate Governance Documents of the Reorganized Debtors*

The respective corporate governance documents of each of the Debtors shall be amended and restated or replaced (as applicable) by the Amended/New Corporate Governance Documents. Such corporate governance documents shall: (i) to the extent required by section 1123(a)(6) of the Bankruptcy Code, include a provision prohibiting the issuance of non-voting equity securities; (ii) authorize the issuance of New Common Stock in an amount not less than the amount necessary to permit the distributions thereof required or contemplated by this Plan; and (iii) to the extent necessary or appropriate, include such provisions as may be needed to effectuate and consummate this Plan and the transactions contemplated herein. After the Effective Date, the Reorganized Debtors may, subject to the terms and conditions of the Amended/New Corporate Governance Documents, amend and restate their respective corporate governance documents as permitted thereby and by applicable law.

*M. New Board; Initial Officers*

The initial members of the New Board shall be selected in accordance with the terms and conditions of the Restructuring Support Agreement. After the initial directors of the New Board are selected, future directors shall be elected in accordance with Amended/New Corporate Governance Documents. All officers of the Debtors immediately prior to the Effective Date shall be retained in their existing positions upon the Effective Date, subject to the terms of this Plan.

Pursuant to and to the extent required by section 1129(a)(5) of the Bankruptcy Code, the Debtors shall disclose in the Plan Supplement the identity and affiliations of any Person proposed to serve on the New Board or as an officer of each of the Reorganized Debtors, and, to the extent such Person is an insider other than by virtue of being a director or an officer, the nature of any compensation for such Person. Each such director and officer shall serve from and after the

Effective Date pursuant to applicable law and the terms of the Amended/New Corporate Governance Documents and the other constituent and corporate governance documents of the applicable Reorganized Debtors. The existing boards of directors and other governing bodies of the Debtors shall be deemed to have resigned on and as of the Effective Date, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity.

*N. Corporate Action*

Each of the Debtors and the Reorganized Debtors may take any and all actions reasonably necessary to execute, deliver, File or record such contracts, instruments, releases and other agreements or documents and take such actions as may be reasonably necessary or appropriate to effectuate and implement the provisions of this Plan, including, without limitation, the issuance and the distribution of the securities to be issued pursuant hereto, in each case in form and substance acceptable to the Required Consenting Noteholders, and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by the security holders, officers or directors of the Debtors or the Reorganized Debtors or by any other Person or Entity (except for those expressly required pursuant hereto or by the Restructuring Documents).

After the Confirmation Date, all matters provided for pursuant to this Plan that would otherwise require approval of the stockholders, directors, officers, managers, members or partners of the Debtors (as of prior to the Effective Date) shall be deemed to have been so approved and shall be in effect prior to, on or after the Effective Date (as appropriate) pursuant to applicable law and without any requirement of further action by such Persons or Entities or the need for any approvals, authorizations, actions or consents of or from any such Persons or Entities.

As of the Effective Date, all matters provided for in this Plan involving the legal or corporate structure of the Debtors or the Reorganized Debtors (including, without limitation, the adoption of the Amended/New Corporate Governance Documents and similar constituent and corporate governance documents, and the selection of directors and officers for, each of the Reorganized Debtors), and any legal or corporate action required by the Debtors or the Reorganized Debtors in connection with this Plan shall be deemed to have occurred and shall be in full force and effect in all respects, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity.

On and after the Effective Date, the appropriate officers of the Debtors and the Reorganized Debtors are authorized to issue, execute, deliver, and consummate the transactions contemplated by, the contracts, agreements, documents, guarantees, pledges, consents, securities, certificates, resolutions and instruments contemplated by or described in this Plan in the name of and on behalf of the Debtors and the Reorganized Debtors, in each case in form and substance acceptable to the Required Consenting Noteholders, and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity. The secretary and any assistant secretary of the Debtors and the Reorganized Debtors shall be authorized to certify or attest to any of the foregoing actions.



*O. Cancellation of Notes, Certificates and Instruments*

On the Effective Date, except to the extent otherwise provided in this Plan and the Restructuring Documents (including, without limitation, Article II.B and Article V.B of this Plan), all notes, indentures, instruments, certificates, agreements and other documents evidencing or relating to any Impaired Claim (including, for the avoidance of doubt and without limitation, the Prepetition Notes Indentures and the Prepetition Notes) or any Claim being paid in full in Cash under this Plan shall be fully released, terminated, extinguished and discharged (including, in respect of DIP Documents, any duties or obligations of the DIP Agent thereunder), in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity and in the case of any Claim being paid in full in Cash upon the indefeasible payment of such Claim in full in Cash as contemplated by this Plan; provided that the Prepetition Debt Documents and the DIP Documents shall continue in effect for the limited purpose of (i) allowing Holders of Claims thereunder to receive, and allowing and preserving the rights of the Prepetition Credit Agreement Agent, the Prepetition Notes Indenture Trustee or other applicable Distribution Agents thereunder to make, distributions under this Plan; (ii) permitting the Prepetition Notes Indenture Trustee to exercise its Prepetition Notes Indenture Trustee Charging Lien against such distributions for payment of the Prepetition Notes Indenture Trustee Fees and Expenses; (iii) preserving any rights of the DIP Agent to payment of fees, costs, and expenses and otherwise allowing the DIP Agent to take any actions contemplated by this Plan, and (iv) preserving the DIP Contingent Obligations as contemplated by Article II.B of this Plan; provided further that, upon completion of the distribution with respect to a specific Prepetition Debt Claim, the Prepetition Debt Documents in connection thereto and any and all notes, securities and instruments issued in connection with such Prepetition Debt Claim shall terminate completely without further notice or action and be deemed surrendered.

*P. Existing Equity Interests*

On the Effective Date, the Old Parent Interests shall be terminated and cancelled without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity.

On the Effective Date, the Intercompany Equity Interests shall remain effective and outstanding, except to the extent modified pursuant to the terms of the Reorganization Steps Overview, and shall be owned and held by the same applicable Person or Entity that held and/or owned such Intercompany Equity Interests immediately prior to the Effective Date. Each Parent Subsidiary shall continue to be governed by the terms and conditions of its applicable corporate governance documents as in effect immediately prior to the Effective Date, except as amended or modified by this Plan or the Plan Supplement.

*Q. Sources of Cash for Plan Distributions*

All Cash necessary for the Debtors or the Reorganized Debtors, as applicable, to make payments required pursuant to this Plan shall be obtained from their respective Cash balances, including Cash from operations, the Equity Rights Offering and the Exit Facility Credit

Agreements. The Debtors and the Reorganized Debtors, as applicable, may also make such payments using Cash received from their subsidiaries through their respective consolidated cash management systems and the incurrence of intercompany transactions, in all cases subject to the terms and conditions of the Restructuring Support Agreement and the Restructuring Documents.

*R. Funding and Use of Professional Fee Claim Reserve*

On or before the Effective Date, the Debtors shall fund the Professional Fee Claim Reserve in such amount as determined by the Debtors, with the consent of the Required Consenting Noteholders or as determined by order of the Bankruptcy Court, as necessary in order to be able to pay in full in Cash the Professional Fee Claims, as and when Allowed.

The Cash contained in the Professional Fee Claim Reserve shall be used solely to pay the Allowed Professional Fee Claims, with the Unused Cash Reserve Amount (if any) being returned to the Reorganized Debtors within three (3) Business Days after determining the Unused Cash Reserve Amount. The Debtors and the Reorganized Debtors, as applicable, shall maintain detailed records of all payments made from the Professional Fee Claim Reserve, such that all payments and transactions shall be adequately and promptly documented in, and readily ascertainable from, their respective books and records.

The Professional Fee Claim Reserve shall be maintained in trust for the Professionals and shall not be considered property of the Debtors' Estates; provided that the Reorganized Debtors shall have a reversionary interest in the Unused Cash Reserve Amount. To the extent that funds held in the Professional Fee Claim Reserve do not or are unable to satisfy the full amount of the Allowed Professional Fee Claims, such Professionals shall have an Allowed Administrative Claim for any such deficiency, which shall be satisfied in full in Cash in accordance with Article II.A of this Plan.

After the Effective Date, neither the Debtors nor the Reorganized Debtors shall deposit any other funds or property into the Professional Fee Claim Reserve without further order of the Bankruptcy Court or otherwise commingle funds in the Professional Fee Claim Reserve. To the extent the Professional Fee Claim Reserve is insufficient to pay in full in Cash the obligations and liabilities for which such reserve was established, then the Reorganized Debtors shall, within five (5) Business Days, pay such obligations and liabilities in full in Cash.

*S. Continuing Effectiveness of Final Orders*

Payment authorization granted to the Debtors under any prior Final Order entered by the Bankruptcy Court shall continue in effect after the Effective Date. Accordingly, the Debtors or the Reorganized Debtors may pay or otherwise satisfy any Claim to the extent permitted by, and subject to, the applicable Final Order without regard to the treatment that would otherwise be applicable to such Claim under this Plan.

*T. Payment of Fees and Expenses of Certain Creditors*

The Debtors and the Reorganized Debtors, as applicable, shall, on and after the Confirmation Date and to the extent invoiced in accordance with the terms of the applicable engagement letter(s), pay the Ad Hoc Noteholder Group Fees and Expenses (whether accrued

prepetition or postpetition and to the extent not otherwise paid prior to or during the Chapter 11 Cases), without the need for application by any such parties to the Bankruptcy Court, and without notice and a hearing pursuant to section 1129(a)(4) of the Bankruptcy Code or otherwise.

*U. Payment of Fees and Expenses of the Prepetition Notes Indenture Trustee*

The Debtors shall, on and after the Effective Date, and upon the presentment of invoices in customary form (which may be redacted to preserve any confidential or privileged information), pay the Prepetition Notes Indenture Trustee Fees and Expenses (in each case whether accrued prepetition or postpetition and to the extent not otherwise paid during the Chapter 11 Cases), without the need for application by any party to the Bankruptcy Court, and without notice and a hearing pursuant to section 1129(a)(4) of the Bankruptcy Code or otherwise. From and after the Effective Date, the Reorganized Debtors shall pay any Prepetition Notes Indenture Trustee Fees and Expenses in full in Cash without further court approval.

*V. Equity Rights Offering*

Pursuant to the terms of this Plan and the Equity Rights Offering Procedures, each Accredited Cash Opt-Out Noteholder shall have the opportunity but not the obligation to subscribe for its Pro Rata share of an amount of New Common Stock to be issued as of the Effective Date necessary to fully fund the Cash Payout at the Purchase Price (as defined in the Equity Rights Offering Procedures) set forth in the Equity Rights Offering Procedures.

Each Accredited Cash Opt-Out Noteholder that elects to purchase the maximum number of Equity Rights Offering Shares that such Accredited Cash Opt-Out Noteholder may purchase in the Equity Rights Offering will also have the right to elect to purchase additional Equity Rights Offering Shares that are not timely, duly and validly subscribed and paid for in the Equity Rights Offering, as more fully set forth in the Rights Offering Procedures.

The Equity Rights Offering will be conducted in reliance upon the exemption from registration set forth in Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder.

The proceeds of the Equity Rights Offering shall be used exclusively to fund the Cash Payout provided to Cash Payout Noteholders, in full and final satisfaction of such Holders' Prepetition Notes Claims, which shall be released and discharged pursuant to Article XI herein. Notwithstanding anything to the contrary herein, if the Equity Rights Offering Amount is less than the aggregate amount of the Cash Payout, then the amount of Prepetition Notes Claims held by the Cash Payout Noteholders satisfied by the Cash Payout shall automatically be reduced, and any remaining portion of such Cash Payout Noteholders' Prepetition Notes Claims that is not satisfied through the Cash Payout as a result of such automatic reduction shall receive the treatment such Holder would receive if such Holder were a Cash Opt-Out Noteholder. For the avoidance of doubt, under no circumstance shall the amount actually paid out in the Cash Payout exceed the Equity Rights Offering Amount.

Consummation of the Equity Rights Offering and delivery of any Cash Payout is contingent upon the consent of the Required Consenting Noteholders. In the event the Equity Rights Offering

is not consummated, then no Cash Payout will be made to any Cash Payout Noteholder and such Holder will receive the treatment such Holder would receive if such Holder were a Cash Opt-Out Noteholder.

Notwithstanding anything in this Plan to the contrary, the New Common Stock issued in connection with the Equity Rights Offering shall be subject to dilution by the New MIP Equity.

## **ARTICLE VI.**

### **TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

#### *A. Assumption of Executory Contracts and Unexpired Leases*

On the Effective Date, all Executory Contracts and Unexpired Leases of the Debtors shall be assumed by the Debtors in accordance with, and subject to, the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code (including, for the avoidance of doubt, the Restructuring Support Agreement), except for those Executory Contracts and Unexpired Leases that:

- (i) have been assumed or rejected by the Debtors by prior order of the Bankruptcy Court;
- (ii) are the subject of a motion to reject filed by the Debtors pending on the Effective Date;
- (iii) are identified by the Debtors (with the consent of the Required Consenting Noteholders) and Filed in the Plan Supplement as rejected Executory Contracts and Unexpired Leases, which Plan Schedule may be amended by the Debtors (with the consent of the Required Consenting Noteholders) to add or remove Executory Contracts and Unexpired Leases by filing with the Bankruptcy Court an amended Plan Schedule and serving it on the affected non-Debtor contract parties at least seven (7) days prior to the Plan Objection Deadline; or
- (iv) are rejected or terminated by the Debtors pursuant to the terms of this Plan.

Without amending or altering any prior order of the Bankruptcy Court approving the assumption or rejection of any Executory Contract or Unexpired Lease, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of such assumptions pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

To the extent any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned (as applicable) pursuant to this Plan or any prior order of the Bankruptcy Court (including, without limitation, any “change in control” provision, “change of control” provision, or provision with words of similar import) (a) prohibits, restricts or conditions, or purports to prohibit, restrict or condition, (b) is modified, breached or terminated (or deemed

modified, breached or terminated), (c) increases, accelerates or otherwise alters any obligations or liabilities of the Debtors or Reorganized Debtors (or purports to increase, accelerate or otherwise alter any obligations or liabilities of the Debtors or Reorganized Debtors), or (d) results in the creation or imposition of any Lien upon any property or assert of any of the Debtors or Reorganized Debtors (or purports to result in the creation or imposition of any Lien upon any property or asset of any of the Debtors or Reorganized Debtors), in each case as a result of (i) the commencement of these Chapter 11 Cases or the insolvency or financial condition of any Debtor at any time before the closing of its respective Chapter 11 Case, (ii) any Debtor's or any Reorganized Debtor's assumption or assumption and assignment (as applicable) of such Executory Contract or Unexpired Lease or (iii) the Confirmation or Consummation of this Plan, then such provision shall, to the extent provided by section 365 of the Bankruptcy Code, be deemed modified such that the transactions contemplated by this Plan shall not entitle the non-debtor party thereto to modify or terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights or remedies with respect thereto, and any required consent under any such contract or lease shall be deemed satisfied by the Confirmation of this Plan.

Each Executory Contract and Unexpired Lease assumed and/or assigned pursuant to this Plan shall revest in and be fully enforceable by the applicable Reorganized Debtor or the applicable assignee in accordance with its terms and conditions, except as modified by the provisions of this Plan, any order of the Bankruptcy Court approving its assumption and/or assignment, or applicable law.

The inclusion or exclusion of a contract or lease on any schedule or exhibit shall not constitute an admission by any Debtor that such contract or lease is an Executory Contract or Unexpired Lease or that any Debtor has any liability thereunder.

*B. Cure of Defaults; Assignment of Executory Contracts and Unexpired Leases*

Any defaults under each Executory Contract and Unexpired Lease to be assumed, or assumed and assigned, pursuant to this Plan shall be satisfied, pursuant to and to the extent required by section 365(b)(1) of the Bankruptcy Code, by payment of the applicable default amount in Cash on or in connection with the Effective Date or on such other terms as the Bankruptcy Court may order or the parties to such Executory Contracts or Unexpired Leases may otherwise agree in writing (with the consent of the Required Consenting Noteholders) (the "**Cure Claim Amount**").

In the event of an assumption, or an assumption and assignment, of an Executory Contract or Unexpired Lease that is in default under this Plan, at least seven (7) days prior to the Plan Objection Deadline (or, in the case of an Executory Contract or Unexpired Lease removed from the Plan Schedule after such date, no later than one (1) Business Day after such removal), the Debtors shall File and serve upon counterparties to such Executory Contracts and Unexpired Leases, a notice of the proposed assumption, or proposed assumption and assignment, which shall: (a) list the applicable Cure Claim Amount, if any; (b) if applicable, identify the party to which the Executory Contract or Unexpired Lease shall be assigned; (c) describe the procedures for filing objections thereto; and (d) explain the process by which related disputes shall be resolved by the Bankruptcy Court.



Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption, or proposed assumption and assignment under this Plan, or any related cure amount, must be Filed, served and actually received by the Debtors and counsel to the Ad Hoc Noteholder Group prior to the Plan Objection Deadline (notwithstanding anything in the Schedules or a proof of Claim to the contrary). Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption, or proposed assumption and assignment, or cure amount shall be deemed to have consented to such matters and shall be deemed to have forever released and waived any objection to such proposed assumption, proposed assumption and assignment, and cure amount. The Confirmation Order shall constitute an order of the Bankruptcy Court approving each proposed assumption, or proposed assumption and assignment, of Executory Contracts and Unexpired Leases pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

In the event of a dispute regarding (a) the amount of any cure payment, (b) the ability of any Debtor or assignee to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or assumed and assigned or (c) any other matter pertaining to assumption or assignment, the applicable cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order resolving the dispute and approving such assumption or assumption and assignment. If such objection is sustained by Final Order of the Bankruptcy Court, the Debtors or the Reorganized Debtors, as applicable, may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming or assigning it. The Debtors or the Reorganized Debtors, as applicable, shall be authorized to effect such rejection by filing a written notice of rejection with the Bankruptcy Court and serving such notice on the applicable counterparty within ten (10) days of the entry of such Final Order.

Subject to any cure claims Filed with respect thereto, assumption or assumption and assignment of any Executory Contract or Unexpired Lease pursuant to this Plan shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption or assumption and assignment, in each case as provided in section 365 of the Bankruptcy Code, in each case subject to the remaining terms and conditions of this Article VI. Any proofs of Claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed or assumed and assigned by Final Order shall be deemed disallowed and expunged (subject to any cure claims Filed with respect thereto), without further notice to or action, order, or approval of the Bankruptcy Court.

With respect to any Executory Contract or Unexpired Lease assumed and assigned pursuant to this Plan, upon and as of the Effective Date, the applicable assignee shall be deemed to be substituted as a party thereto for the applicable Debtor party to such assigned Executory Contract or Unexpired Lease and, accordingly, the Debtors and the Reorganized Debtors shall be relieved, pursuant to and to the extent set forth in section 365(k) of the Bankruptcy Code, from any further liability under such assigned Executory Contract or Unexpired Lease.

*C. Rejection of Executory Contracts and Unexpired Leases*

The Debtors reserve the right, at any time prior to the Effective Date, except as otherwise specifically provided herein, to seek to reject (with the consent of the Required Consenting Noteholders) any Executory Contract or Unexpired Lease and to file a motion requesting authorization for the rejection of any such contract or lease. All Executory Contracts and Unexpired Leases listed on a Plan Schedule as rejected Executory Contracts and Unexpired Leases shall be deemed rejected as of the Effective Date. The Confirmation Order shall constitute an order of the Bankruptcy Court approving the rejections described in this Article VI pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. Rejection of any Executory Contract or Unexpired Lease pursuant to this Plan or otherwise shall not constitute a termination of any preexisting obligations owed to the Debtors or the Reorganized Debtors, as applicable, under such Executory Contracts or Unexpired Leases.

*D. Claims on Account of the Rejection of Executory Contracts or Unexpired Leases*

All proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to this Plan or the Confirmation Order, if any, must be filed with the Bankruptcy Court within thirty (30) days after service of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection.

Any Person or Entity that is required to file a proof of Claim arising from the rejection of an Executory Contract or an Unexpired Lease that fails to timely do so shall be forever barred, estopped and enjoined from asserting such Claim, and such Claim shall not be enforceable, against the Debtors, the Reorganized Debtors or the Estates, and the Debtors, the Reorganized Debtors and their Estates and their respective assets and property shall be forever discharged from any and all indebtedness and liability with respect to such Claim unless otherwise ordered by the Bankruptcy Court or as otherwise provided herein. All such Claims shall, as of the Effective Date, be subject to the permanent injunction set forth in Article X.G hereof.

*E. D&O Liability Insurance Policies*

On the Effective Date, each D&O Liability Insurance Policy shall be deemed and treated as an Executory Contract that is and shall be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no proof of Claim, request for administrative expense, or cure claim need be Filed, and all Claims arising from the D&O Liability Insurance Policies shall survive the Effective Date and be Unimpaired. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtors' assumption of each of the D&O Liability Insurance Policies.

After assumption of the D&O Liability Insurance Policies, nothing in this Plan otherwise alters the terms and conditions of the D&O Liability Insurance Policies. Confirmation and Consummation of this Plan shall not impair or otherwise modify any available defenses of the Reorganized Debtors under the D&O Liability Insurance Policies. For the avoidance of doubt, the D&O Liability Insurance Policies shall continue to apply with respect to actions, or failures to act, that occurred on or prior to the Effective Date, subject to the terms and conditions of the D&O Liability Insurance Policies.



The Debtors are further authorized to take such reasonable actions, and to execute and deliver such documents, as may be reasonably necessary or appropriate to implement, maintain, cause the binding of, satisfy any terms or conditions of, or otherwise secure for the insureds the benefits of the D&O Tail Policy, without further notice to or order of the Bankruptcy Court or approval or consent of any Person or Entity.

Notwithstanding anything to the contrary in any D&O Liability Insurance Policies issued prior to the Effective Date, the Reorganized Debtors shall not have any obligation or responsibility for the payment of any self-insured retention thereunder or in connection therewith, and no Person or Entity shall be entitled to seek reimbursement from or to subrogate against any Reorganized Debtors with respect to any payments made under such policies.

*F. Indemnification Provisions*

On the Effective Date, all Indemnification Provisions shall be deemed and treated as Executory Contracts that are and shall be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no proof of Claim, request for administrative expense, or cure claim need be Filed, and all Claims arising from the Indemnification Provisions shall survive the Effective Date and be Unimpaired; provided, however, that, to the maximum extent permitted under applicable law, this provision shall not include any such Claims arising from or related to (i) any Excluded Party or (ii) any indemnification Claims against the Parent that are based on fraud, gross negligence, or willful misconduct, in each case as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtors' assumption of each of the Indemnification Provisions. Confirmation and Consummation of this Plan shall not impair or otherwise modify any available defenses of the Reorganized Debtors or other applicable parties under the Indemnification Provisions. For the avoidance of doubt, the Indemnification Provisions shall continue to apply with respect to actions, or failures to act, that occurred on or prior to the Effective Date, subject to the terms and conditions of the Indemnification Provisions.

*G. Employment Plans*

On the Effective Date, all employment agreements and severance policies, including all employment, compensation, and benefit plans, policies, and programs of the Debtors applicable to any of their respective officers, employees or retirees, and any of the officers, employees or retirees of their respective subsidiaries, including, without limitation, all workers' compensation programs, savings plans, retirement plans, SERP plans, healthcare plans, disability plans, severance benefit plans, incentive plans, change-in-control plans, insurance plans including but not limited to life and accidental death and dismemberment insurance plans, health and welfare plans, and 401(k) plans (in each case, as applicable) (collectively, the "Specified Employee Plans") shall be deemed and treated as Executory Contracts that are and shall, subject to the following proviso, be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no Proof of Claim, request for administrative expense, or cure claim need be Filed; provided that (a) the Debtors, pursuant to the Restructuring Support Agreement, acknowledged and agreed that the Consummation of this Plan shall not constitute a change in control or term of similar meaning pursuant to any of the

Specified Employee Plans, and the Confirmation Order shall contain a finding and such other provisions acceptable to the Required Consenting Noteholders confirming the same, and (b) each “Executive” employment agreement, “Level I” employment agreement and “Level II” employment agreement shall only be maintained and assumed by the Debtors (and assigned to the Reorganized Debtors, if necessary) and considered a Specified Employee Plan if the employee party to such agreement, on or prior to the Effective Date, (i) confirms that the Consummation of this Plan does not constitute a change in control and (ii) waives any right to resign with “good reason” solely or in part as a result of the Consummation of this Plan.

All Claims arising from the Specified Employee Plans shall survive the Effective Date and be Unimpaired. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval of the Debtors’ assumption of each of the Specified Employee Plans. Confirmation and Consummation of this Plan shall not impair or otherwise modify any available defenses of the Reorganized Debtors or other applicable parties under the Specified Employee Plans.

#### *H. Insurance and Surety Contracts*

On the Effective Date, each Insurance and Surety Contract shall be deemed and treated as an Executory Contract that is and shall be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no proof of Claim, request for administrative expense, or cure claim need be Filed, and all Claims arising from the Insurance and Surety Contracts shall survive the Effective Date and be Unimpaired. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval of the Debtors’ assumption of each of the Insurance and Surety Contracts. After assumption of the Insurance and Surety Contracts, nothing in this Plan otherwise alters the terms and conditions of the Insurance and Surety Contracts. Confirmation and Consummation of this Plan shall not impair or otherwise modify any available defenses of the Reorganized Debtors or other applicable counterparties under the Insurance and Surety Contracts.

#### *I. Extension of Time to Assume or Reject*

Notwithstanding anything to the contrary set forth in Article VI of this Plan, in the event of a dispute as to whether a contract is executory or a lease is unexpired, the right of the Reorganized Debtors to move to assume or reject such contract or lease shall be extended until the date that is ten (10) days after entry of a Final Order by the Bankruptcy Court determining that the contract is executory or the lease is unexpired. The deemed assumption provided for in Article VI.A of this Plan shall not apply to any such contract or lease, and any such contract or lease shall be assumed or rejected only upon motion of the Reorganized Debtors following the Bankruptcy Court’s determination that the contract is executory or the lease is unexpired.

#### *J. Modifications, Amendments, Supplements, Restatements, or Other Agreements*

Unless otherwise provided in this Plan, each Executory Contract or Unexpired Lease that is assumed by the Debtors or the Reorganized Debtors shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such

Executory Contract or Unexpired Lease, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing has been previously rejected or repudiated or is rejected or repudiated hereunder. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

## ARTICLE VII.

### PROVISIONS GOVERNING DISTRIBUTIONS

#### *A. Distributions for Claims Allowed as of the Effective Date*

Except as otherwise provided in the “Treatment” sections in Article III hereof or as ordered by the Bankruptcy Court, distributions to be made on account of Claims that are Allowed Claims as of the Effective Date shall be made on the Effective Date or as soon as reasonably practicable thereafter. Any payment or distribution required to be made under this Plan on a day other than a Business Day shall be made on the next succeeding Business Day. Distributions on account of Disputed Claims that first become Allowed Claims after the Effective Date shall be made pursuant to Article VIII hereof.

#### *B. No Postpetition Interest on Claims*

Unless otherwise specifically provided for in this Plan, the Confirmation Order or Final Order of the Bankruptcy Court, or required by applicable bankruptcy law (including, without limitation, as required pursuant to section 506(b) or section 511 of the Bankruptcy Code), postpetition interest shall not accrue or be paid on any Claims (except DIP Super-Priority Claims) and no Holder of a Claim (except DIP Super-Priority Claims) shall be entitled to interest accruing on or after the Petition Date on any Claim.

#### *C. Distributions by the Reorganized Debtors or Other Applicable Distribution Agent*

Other than as specifically set forth below or as otherwise provided in this Plan, the Reorganized Debtors or other applicable Distribution Agent shall make all distributions required to be distributed under this Plan. Distributions on account of the Allowed Prepetition Debt Claims and Allowed DIP Super-Priority Claims shall be made to the Prepetition Credit Agreement Agent, the Prepetition Notes Indenture Trustee, and the DIP Agent, as applicable, and such agent or trustee shall be, and shall act as, the Distribution Agent with respect to its respective Class of Claims in accordance with the terms and conditions of this Plan and the applicable debt documents. All distributions to Holders of Prepetition Debt Claims and DIP Super-Priority Claims shall be deemed completed when made by the Reorganized Debtors to the Prepetition Credit Agreement Agent, the Prepetition Notes Indenture Trustee (or as directed by the Prepetition Notes Indenture Trustee), and the DIP Agent, or as otherwise provided in this Plan, as applicable. The Reorganized Debtors may employ or contract with other Entities to assist in or make the distributions required by this Plan and may pay the reasonable fees and expenses of such Entities and the Distribution Agents in the ordinary course of business. No Distribution Agent shall be required to give any bond or

surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court.

The distributions of New Common Stock to be made under this Plan to Holders of Allowed Prepetition Notes Claims shall be made by the Debtors or Reorganized Debtors, as applicable, to the Prepetition Notes Indenture Trustee, which shall transmit (or cause to be transmitted) such distributions to Holders of Allowed Prepetition Notes Claims in accordance with the Prepetition Notes Indenture or as set forth below. Notwithstanding anything to the contrary in this Plan, the Prepetition Notes Indenture Trustee may transfer or direct the transfer of such distributions through the facilities of DTC and, in such event, shall be entitled to recognize and deal for all purposes under this Plan with Holders of the Prepetition Notes to the extent consistent with the policies or customary practices of DTC. If such distributions cannot be made through the facilities of DTC, the Debtors or Reorganized Debtors, as applicable, shall implement procedures in consultation with the Prepetition Notes Indenture Trustee and reasonably acceptable to the Required Consenting Noteholders to make distributions with respect to the Prepetition Notes. The Debtors or Reorganized Debtors (as applicable) shall use their best efforts to make the New Common Stock to be distributed to Holders of the Prepetition Notes eligible for distribution through the facilities of DTC. The distributions of Subscription Rights under this Plan to Accredited Cash Opt-Out Noteholders shall be made by the Voting and Claims Agent as provided in the Equity Rights Offering Procedures. The obligations of the Prepetition Notes Indenture Trustee under the Prepetition Notes Indentures, the Prepetition Notes, and this Plan shall be deemed fully satisfied upon DTC's receipt of the distributions with respect to the Prepetition Notes.

*D. Delivery and Distributions; Undeliverable or Unclaimed Distributions*

1. Record Date for Distributions

On the Distribution Record Date, the Claims Register (and the Debtors' books and records with respect to the Holders of Equity Interests in Parent) shall be closed. Accordingly, the Debtors, the Reorganized Debtors or other applicable Distribution Agent shall have no obligation to recognize the assignment, transfer or other disposition of, or the sale of any participation in, any Allowed Claim (other than DIP Super-Priority Claims and Prepetition Debt Claims) or Allowed Equity Interest that occurs after the close of business on the Distribution Record Date, and shall be entitled for all purposes herein to recognize and distribute securities, property, notices and other documents only to those Holders of Allowed Claims (other than DIP Super-Priority Claims and Prepetition Debt Claims) or Allowed Equity Interest who are Holders of such Claims or Equity Interests, or participants therein, as of the close of business on the Distribution Record Date. The Reorganized Debtors or other applicable Distribution Agent shall be entitled to recognize and deal for all purposes under this Plan with only those record holders stated on the Claims Register, or their books and records, as of the close of business on the Distribution Record Date; provided, however, that the Distribution Record Date shall not apply to the DIP Super-Priority Claims, Prepetition Debt Claims, or any securities of the Debtors deposited with DTC.

2. Delivery of Distributions in General

Except as otherwise provided herein, the Debtors, the Reorganized Debtors or other applicable Distribution Agent, as applicable, shall make distributions to Holders of Allowed Claims, or in care of their authorized agents, as appropriate, at the address for each such Holder or

agent as indicated on the Debtors' or other applicable Distribution Agent's books and records as of the date of any such distribution; provided, however, that the manner of such distributions shall be determined in the discretion of the applicable Distribution Agent (subject to the terms and conditions of the DIP Agreement and the relevant Prepetition Debt Documents, if applicable); provided further, that the address for each Holder of an Allowed Claim shall be deemed to be the address set forth in the latest proof of Claim, if any, Filed by such Holder pursuant to Bankruptcy Rule 3001 as of the Distribution Record Date.

### 3. Minimum Distributions

Notwithstanding anything herein to the contrary, no Distribution Agent shall be required to make distributions or payments of less than \$100.00 (whether in Cash or otherwise) or to make partial distributions or payments of fractions of dollars or New Common Stock, in each case with respect to Impaired Claims. With respect to Impaired Claims, whenever any payment or distribution of a fraction of a dollar or a fraction of a share of New Common Stock under this Plan would otherwise be called for, the actual payment or distribution shall reflect a rounding of such fraction down to the nearest whole dollar or share of New Common Stock (and no Cash shall be distributed in lieu of such fractional New Common Stock). For the avoidance of doubt, DTC shall be considered a single holder for purposes of distributions.

No Distribution Agent shall have any obligation to make a distribution on account of an Allowed Claim that is Impaired under this Plan if: (a) the aggregate amount of all distributions authorized to be made on the Effective Date is or has an economic value less than \$25,000, unless such distribution is a final distribution; or (b) the amount to be distributed to the specific Holder of an Allowed Claim on the Effective Date does not constitute a final distribution to such Holder and is or has an economic value less than \$25.00, which shall be treated as an undeliverable distribution under Article VII.D.4 below.

### 4. Undeliverable Distributions

#### (a) Holding of Certain Undeliverable Distributions

If the distribution to any Holder of an Allowed Claim is returned to the Distribution Agent as undeliverable or is otherwise unclaimed, no further distributions shall be made to such Holder unless and until the Distribution Agent is notified in writing of such Holder's then current address in accordance with the time frames described in Article VII.D.4(b) hereof, at which time (or as soon as reasonably practicable thereafter) all currently due but missed distributions shall be made to such Holder. Undeliverable distributions shall remain in the possession of the Reorganized Debtors or in the applicable reserve, subject to Article VII.D.4(b) hereof, until such time as any such distributions become deliverable. Undeliverable distributions shall not be entitled to any additional interest, dividends or other accruals of any kind on account of their distribution being undeliverable.

#### (b) Failure to Claim Undeliverable Distributions

Any Holder of an Allowed Claim (or any successor or assignee or other Person or Entity claiming by, through, or on behalf of, such Holder) that does not assert a right pursuant to this Plan for an undeliverable or unclaimed distribution within ninety (90) days after the later of the



Effective Date or the date such distribution is due shall be deemed to have forfeited its rights for such undeliverable or unclaimed distribution and shall be forever barred and enjoined from asserting any such rights for an undeliverable or unclaimed distribution against the Debtors or their Estates, the Reorganized Debtors or their respective assets or property, or any Distribution Agent. In such case, any Cash, Plan Securities or other property reserved for distribution on account of such Claim shall become the property of the Reorganized Debtors, free and clear of any Claims or other rights of such Holder with respect thereto and notwithstanding any federal or state escheat laws to the contrary. Any such Cash, Plan Securities or other property shall thereafter be distributed or allocated in accordance with the applicable terms and conditions of this Plan; provided, however, that if the aggregate amount of Allowed Claims in Class 6 is less than the Parent GUC Recovery Cash Pool, then the excess Parent GUC Recovery Cash Pool shall constitute property of the Reorganized Debtors. Nothing contained in this Plan shall require the Debtors, the Reorganized Debtors, or any Distribution Agent to attempt to locate any Holder of an Allowed Claim.

(c) Failure to Present Checks

Checks issued by the Distribution Agent on account of Allowed Claims shall be null and void if not negotiated within ninety (90) days after the issuance of such check. Requests for reissuance of any check shall be made directly to the Distribution Agent by the Holder of the relevant Allowed Claim with respect to which such check originally was issued. Any Holder of an Allowed Claim holding an un-negotiated check that does not request reissuance of such un-negotiated check within ninety (90) days after the date of mailing or other delivery of such check shall have its rights for such un-negotiated check discharged and be forever barred, estopped and enjoined from asserting any such right against the Debtors, their Estates, the Reorganized Debtors, or their respective assets or property. In such case, any Cash held for payment on account of such Claims shall become the property of the Reorganized Debtors, free and clear of any Claims or other rights of such Holder with respect thereto and notwithstanding any federal or state escheat laws to the contrary. Any such Cash shall thereafter be distributed or allocated in accordance with the applicable terms and conditions of this Plan.

*E. Compliance with Tax Requirements*

In connection with this Plan and all distributions hereunder, the Reorganized Debtors or other applicable Distribution Agent shall comply with all applicable withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions hereunder shall be subject to any such applicable withholding and reporting requirements. Notwithstanding any provision in this Plan to the contrary, the Reorganized Debtors or other applicable Distribution Agent shall be authorized to take any and all reasonable actions that may be necessary or appropriate to comply with such applicable withholding and reporting requirements. All Persons and Entities holding Claims or Equity Interests shall be required to provide any information necessary to effect information reporting and the withholding of such taxes (or establish eligibility for an exclusion for the withholding of taxes), and each Holder of an Allowed Claim shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit, including income, withholding, and other tax obligations, on account of such distribution. Any amounts withheld or reallocated pursuant to this **Error! Reference source not found.** shall be treated as if distributed to the Holder of the Allowed Claim.

*F. Allocation of Plan Distributions Between Principal and Interest*

To the extent that any Allowed Claim entitled to a distribution under this Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall, to the extent permitted by applicable law, be allocated for U.S. federal income tax purposes to the principal amount of the Claim first and then, to the extent that the consideration exceeds the principal amount of the Claim, to the portion of such Claim representing accrued but unpaid interest.

*G. Means of Cash Payment*

Payments of Cash made pursuant to this Plan shall be in U.S. dollars and shall be made, at the option of the applicable Distribution Agent, by checks drawn on, or wire transfer from, a domestic bank selected by such Distribution Agent. Cash payments to foreign creditors may be made, at the option of the applicable Distribution Agent, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

*H. Timing and Calculation of Amounts to Be Distributed*

Except as otherwise provided in the “Treatment” sections in Article III hereof or as ordered by the Bankruptcy Court, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Claim shall receive the full amount of the distributions that this Plan provides for Allowed Claims in the applicable Class. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in the applicable class treatment or in Article VIII hereof. Except as otherwise provided herein, Holders of Claims shall not be entitled to interest, dividends or accruals on the distributions provided for herein, regardless of whether such distributions are delivered on or at any time after the Effective Date.

*I. Setoffs*

Without altering or limiting any of the rights and remedies of the Debtors and the Reorganized Debtors under section 502(d) of the Bankruptcy Code, all of which rights and remedies are hereby reserved, the Debtors and the Reorganized Debtors may, but shall not be required to, withhold (but not setoff except as set forth below) from the distributions called for hereunder on account of any Allowed Claim an amount equal to any claims, Causes of Action and Retained Litigation Claims of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim; provided that, at least ten (10) days prior to effectuating such withholding, the Debtors or the Reorganized Debtors, as applicable, shall provide written notice thereof to the applicable Holder of such Claim, and all objections and defenses of such Holder to such withholding are preserved. In the event that any such claims, Causes of Action or Retained Litigation Claims are adjudicated by Final Order or otherwise resolved against the applicable Holder, the Debtors and the Reorganized Debtors may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off against any Allowed Claim and the distributions to be made pursuant hereto on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), the amount of such adjudicated or resolved claims, Causes of Action or Retained Litigation Claims. Neither the failure to effect such a setoff nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claims, Causes of Action or Retained Litigation Claims, all of which are reserved unless expressly released or compromised pursuant to this Plan



or the Confirmation Order. Notwithstanding anything to the contrary herein, the Allowed Prepetition Notes Claims and the distributions to be made pursuant hereto on account of such Claims will not be subject to set off by the Debtors or the Reorganized Debtors pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, and the Debtors and the Reorganized Debtors hereby waive any and all rights of set-off against such Claims.

## ARTICLE VIII.

### PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS

#### A. *Resolution of Disputed Claims and Equity Interests*

##### 1. Allowance of Claims

After the Effective Date, and except as otherwise provided in this Plan, the Reorganized Debtors shall have and shall retain any and all available rights and defenses that the Debtors had with respect to any Claim, including, without limitation, the right to assert any objection to Claims based on the limitations imposed by section 502 or section 510 of the Bankruptcy Code. The Debtors and the Reorganized Debtors may contest the amount and validity of any Disputed Claim in the ordinary course of business in the manner and venue in which such Claim would have been determined, resolved or adjudicated if the Chapter 11 Cases had not been commenced.

##### 2. Prosecution of Objections to Claims

After the Confirmation Date but before the Effective Date, the Debtors (with the consent of the Required Consenting Noteholders), and after the Effective Date, the Reorganized Debtors, shall have the authority to File objections to Claims (other than those that are Allowed under this Plan) and settle, compromise, withdraw or litigate to judgment objections to any and all such Claims, regardless of whether such Claims are in an Unimpaired Class or otherwise; provided, however, that this provision shall not apply to Professional Fee Claims, which may be objected to by any party-in-interest in these Chapter 11 Cases. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without any further notice to or action, order or approval of the Bankruptcy Court. The Reorganized Debtors shall have the sole authority to administer and adjust the Claims Register and their respective books and records to reflect any such settlements or compromises without any further notice to or action, order or approval of the Bankruptcy Court.

##### 3. Claims Estimation

After the Confirmation Date but before the Effective Date, the Debtors (with the consent of the Required Consenting Noteholders), and after the Effective Date, the Reorganized Debtors may at any time request that the Bankruptcy Court estimate any Disputed Claim or contingent or unliquidated Claim pursuant to applicable law, including, without limitation, section 502(c) of the Bankruptcy Code, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any such Claim, whether for allowance or to determine the maximum amount of such Claim, including during the litigation concerning any objection to any Claim or during the pendency of any appeal relating to any such objection. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and not exclusive of one another.

Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court. The rights and objections of all parties are reserved in connection with any such estimation.

#### 4. No Filings of Proofs of Claim

Except as otherwise provided in this Plan, Holders of Claims, including the Prepetition Notes Indenture Trustee with respect to the Prepetition Notes Indentures and the Prepetition Notes and the DIP Agent with respect to the DIP Super-Priority Claims, shall not be required to File a proof of Claim, and no such parties should File a proof of Claim; provided that Holders of General Unsecured Claims against Parent only shall be required to file a proof of claim pursuant to separate bar date procedures to be provided to such parties by the Debtors. Other than with respect to the General Unsecured Claims against Parent only, the Debtors do not intend to object in the Bankruptcy Court to the allowance of Claims Filed; provided, however, that the Debtors and the Reorganized Debtors, as applicable, reserve the right to object to any Claim or Equity Interest that is entitled, or deemed to be entitled, to a distribution under this Plan or is rendered Unimpaired under this Plan. Instead, the Debtors intend to make distributions, as required by this Plan, in accordance with the books and records of the Debtors. Unless disputed by a Holder of a Claim, the amount set forth in the books and records of the Debtors shall constitute the amount of the Allowed Claim of such Holder. If any such Holder of a Claim disagrees with the Debtors' books and records with respect to the Allowed amount of such Holder's Claim, such Holder must so advise the Debtors in writing, in which event the Claim shall become a Disputed Claim. The Debtors intend to attempt to resolve any such disputes consensually or through judicial means outside the Bankruptcy Court subject to the consent of the Required Consenting Noteholders. Nevertheless, the Debtors may, in their discretion and with the consent of the Required Consenting Noteholders, File with the Bankruptcy Court (or any other court of competent jurisdiction) an objection to the allowance of any Claim or any other appropriate motion or adversary proceeding with respect thereto. All such objections shall be litigated to Final Order; provided, however, that the Debtors may, with the consent of the Required Consenting Noteholders, compromise, settle, withdraw or resolve by any other method approved by the Bankruptcy Court any objections to Claims.

#### *B. No Distributions Pending Allowance*

Notwithstanding any other provision of this Plan to the contrary, no payments or distributions of any kind or nature shall be made with respect to all or any portion of a Disputed Claim unless and until all objections to such Disputed Claim have been settled (with the consent of the Required Consenting Noteholders) or withdrawn or have been determined by Final Order, and the Disputed Claim is or becomes Allowed by Final Order; provided, however, that notwithstanding the foregoing, payments or distributions under this Plan to Holders of Allowed Prepetition Notes Claims will be made in full on the Effective Date, regardless of whether such Holders hold any Disputed Claims.

#### *C. Distributions on Account of Disputed Claims Once They Are Allowed*

The Reorganized Debtors or other applicable Distribution Agent shall make distributions on account of any Disputed Claim that has become Allowed after the Effective Date at such time

that such Claim becomes Allowed (or as soon as reasonably practicable thereafter). Such distributions shall be made pursuant to the applicable provisions of Article VII of this Plan.

*D. Reserve for Disputed Claims*

The Debtors, the Reorganized Debtors, and the Distribution Agent may establish such appropriate reserves for Disputed Claims in the applicable Class(es) as they determine necessary and appropriate, in each case with the consent of the Required Consenting Noteholders or as approved by order of the Bankruptcy Court. Without limiting the foregoing, reserves (if any) for Disputed Claims shall equal, as applicable, an amount of property equal to 100% of distributions to which Holders of Disputed Claims in each applicable Class would otherwise be entitled under this Plan as of such date if such Disputed Claims were Allowed based on the Debtors' books and records; provided, however, that the Debtors and the Reorganized Debtors, as applicable, shall have the right to file a motion seeking to estimate any Disputed Claims.

## ARTICLE IX.

### CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

*A. Conditions Precedent to Confirmation*

Unless satisfied or waived pursuant to the provisions of Article IX.C hereof, the following are conditions precedent to Confirmation of this Plan.

1. This Plan and the Restructuring Documents are in form and substance reasonably acceptable to the Debtors and the Required Consenting Noteholders;
2. The Confirmation Order has been entered by the clerk of the Bankruptcy Court, and such order is in form and substance consistent in all respects with the Restructuring Term Sheet and the Restructuring Support Agreement and otherwise reasonably acceptable to the Debtors and to the Required Consenting Noteholders; and
3. The Restructuring Support Agreement is in full force and effect and has not been validly terminated in accordance with its terms, and no event has occurred or action has been taken that, with the passage of time or the giving of notice, would permit the Required Consenting Noteholders to terminate the Restructuring Support Agreement.

*B. Conditions Precedent to Consummation*

Unless satisfied or waived pursuant to the provisions of Article IX.C hereof, the following are conditions precedent to Consummation of this Plan.

1. The Confirmation Order has become a Final Order and such order has not been amended, modified, vacated, stayed, or reversed;
2. The Bankruptcy Court has entered one or more Final Orders (which may include the Confirmation Order), in form and substance reasonably acceptable to the Debtors and Required Consenting Noteholders, authorizing the assumption, assumption and assignment and rejection of

the Executory Contracts and Unexpired Leases by the Debtors as contemplated in this Plan and the Plan Supplement;

3. This Plan and the Restructuring Documents have not been amended or modified other than in a manner in form and substance consistent in all respects with the Restructuring Term Sheet, and otherwise reasonably acceptable to the Debtors and the Required Consenting Noteholders;

4. The Restructuring Documents (including the Exit Facility Loan Documents) have been filed, tendered for delivery, and have been effectuated or executed by all Persons and Entities party thereto (as appropriate), and in each case in full force and effect, each to the extent required prior to Consummation. All conditions precedent to the effectiveness of such Restructuring Documents, including, without limitation, the Exit Facility Credit Agreements, have been satisfied or waived pursuant to the terms of such applicable Restructuring Documents (or shall be satisfied concurrently with the occurrence of the Effective Date) and such agreements have closed or shall close simultaneously with the effectiveness of this Plan;

5. The Debtors have received, or concurrently with the occurrence of the Effective Date shall receive (a) an Exit ABL Facility on terms and conditions acceptable to the Required Consenting Noteholders, and/or (b) the Exit DDTL Facility;

6. The Amended/New Corporate Governance Documents have become effective or shall become effective concurrently with the effectiveness of this Plan;

7. All consents, actions, documents, certificates and agreements necessary to implement this Plan and the transactions contemplated by this Plan have been, as applicable, obtained and not otherwise subject to unfulfilled conditions, effected or executed and delivered to the required parties and, to the extent required, filed with the applicable governmental units in accordance with applicable laws, and in each case in full force and effect;

8. All governmental approvals and consents, including Bankruptcy Court approval, that are applicable and legally required for the consummation of this Plan have been obtained, not be subject to unfulfilled conditions and be in full force and effect;

9. The New Board has been selected in accordance with the Restructuring Support Agreement;

10. The Restructuring Support Agreement is in full force and effect and has not been terminated in accordance with its terms, and no event has occurred or action has been taken that, with the passage of time or the giving of notice, would permit the Required Consenting Noteholders to terminate the Restructuring Support Agreement;

11. The Professional Fee Claim Reserve has been funded in full in Cash by the Debtors in accordance with the terms and conditions of this Plan;

12. To the extent invoiced, all Ad Hoc Noteholder Group Fees and Expenses and Prepetition Notes Indenture Trustee Fees and Expenses have been paid in full in Cash;

13. There shall be no ruling, judgment, or order issued by any Governmental Unit making illegal, enjoining or otherwise preventing or prohibiting the consummation of the Restructuring Transactions, unless such ruling, judgment, or order has been stayed, reversed or vacated within three (3) Business Days after such issuance;

14. There shall be no material litigation or investigation by any Governmental Unit involving the Debtors as of the Effective Date that has had, or would reasonably be expected to have, a material adverse effect on the business, financial condition or results of operations of the Reorganized Debtors, taken as a whole; and

15. Since the Petition Date, there shall have been no event, change, effect, occurrence, development, circumstance, condition, result, state of fact or change of fact (each, an “Event”) that, individually or together with all other Events, has had, or would reasonably be expected to have, a material adverse effect on either the business, operations, finances, properties, condition (financial or otherwise), assets or liabilities of the Debtors, taken as a whole, or the ability of the Debtors taken as a whole, to perform their respective obligations under, or to consummate the Restructuring Transactions; provided, however, that in no case shall any Event arising from, as a result of, or in connection with (a) the public announcement of the Restructuring Support Agreement, this Plan, or any other Restructuring Document, (b) the pursuit or public announcement of the Restructuring Transaction, (c) the commencement or prosecution of the Chapter 11 Cases, or (d) the pursuit of Confirmation or Consummation, be taken into account in determining whether there has been, or would reasonably be expected to be, a material adverse effect for purposes of this Plan.

*C. Waiver of Conditions*

Subject to section 1127 of the Bankruptcy Code, the conditions to Confirmation and Consummation of this Plan set forth in this Article IX may be waived by the Debtors, with the consent of the Required Consenting Noteholders, without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate this Plan. The failure of the Debtors or Reorganized Debtors to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each right shall be deemed an ongoing right that may be asserted at any time.

*D. Effect of Non-Occurrence of Conditions to Confirmation or Consummation*

If the Confirmation or the Consummation of this Plan does not occur with respect to one or more of the Debtors, then this Plan shall, solely with respect to such applicable Debtor or Debtors, be null and void in all respects and nothing contained in this Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims against or Equity Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any Holders or any other Person or Entity; (3) constitute an Allowance of any Claim or Equity Interest; or (4) constitute an admission, acknowledgment, offer or undertaking by the Debtors, any Holders or any other Person or Entity in any respect.

## ARTICLE X.

### RELEASE, DISCHARGE, INJUNCTION AND RELATED PROVISIONS

#### A. *General*

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases and other benefits provided under this Plan, upon the Effective Date, the provisions of this Plan shall constitute a good faith compromise and settlement of all Claims and Equity Interests and controversies resolved pursuant to this Plan. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Equity Interests and controversies, as well as a finding by the Bankruptcy Court that any such compromise or settlement is in the best interests of the Debtors, their Estates, and any Holders of Claims or Equity Interests and is fair, equitable and reasonable.

Notwithstanding anything contained herein to the contrary, the allowance, classification and treatment of all Allowed Claims and Equity Interests and their respective distributions (if any) and treatments hereunder, takes into account the relative priority and rights of the Claims and the Equity Interests in each Class in connection with any contractual, legal and equitable subordination rights relating thereto whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code or otherwise. As of the Effective Date, any and all contractual, legal and equitable subordination rights, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code or otherwise, relating to the allowance, classification and treatment of all Allowed Claims and Equity Interests and their respective distributions (if any) and treatments hereunder, are settled, compromised, terminated and released pursuant hereto; provided, however, that nothing contained herein shall preclude any Person or Entity from exercising their rights pursuant to and consistent with the terms of this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan.

#### B. *Release of Claims and Causes of Action*

1. **Release by the Debtors and their Estates.** Pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, and except as otherwise expressly provided in this Plan, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, the Debtors and the Reorganized Debtors, in their respective individual capacities and as debtors-in-possession, and on behalf of themselves and their respective Estates, including, without limitation, any successor to the Debtors or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code (collectively, the "**Debtor Releasing Parties**"), shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Debtor Releasing Parties) and their respective assets and properties (the "**Debtor Release**") from any and all Claims, interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies,



and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors (including the management, ownership or operation thereof) or their Affiliates, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, this Plan, the Plan Supplement, the Restructuring Support Agreement, the Restructuring Documents, the Prepetition Debt Documents, and the DIP Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation, preparation dissemination, entry into, or filing of the Restructuring Support Agreement, this Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, the Prepetition Debt Documents, the DIP Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of this Plan, the solicitation of votes on this Plan or the issuance or distribution of Plan Securities pursuant to this Plan that such Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) or that any Holder of a Claim or Equity Interest or other Person or Entity would have been legally entitled to assert for, or on behalf or in the name of, any Debtor, its respective Estate or any Reorganized Debtor (whether directly or derivatively) against any of the Released Parties; provided, however, that the foregoing provisions of this Debtor Release shall not operate to waive or release (i) the rights of such Debtor Releasing Party to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan (including, without limitation, the Exit Facility Loan Documents) or assumed or assumed and assigned, as applicable, pursuant to this Plan or pursuant to a Final Order of the Bankruptcy Court, (ii) any Causes of Action arising from willful misconduct, fraud, or gross negligence, in each case as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction, and (iii) any claims against the Excluded Parties. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity and the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Article X.B shall or shall be deemed to (i) prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person or Entity that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors and/or (ii) operate as a release or waiver of any Intercompany Claims, in each case unless otherwise expressly provided for in this Plan.



Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the Claims released by the Debtor Release; (iii) in the best interest of the Debtors and their Estates; (iv) fair, equitable and reasonable; (v) given and made after due notice and opportunity for hearing; and (vi) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any claim or Cause of Action released pursuant to the Debtor Release.

2. **Release By Third Parties.** Except as otherwise expressly provided in this Plan, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor Releasing Parties above, each Non-Debtor Releasing Party (together with the Debtor Releasing Parties, the "**Releasing Parties**") shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Non-Debtor Releasing Parties) and their respective assets and properties (the "**Third Party Release**") from any and all Claims, interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors (including the management, ownership or operation thereof) or their Affiliates, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, this Plan, the Plan Supplement, the Restructuring Support Agreement, the Restructuring Documents, the Prepetition Debt Documents, and the DIP Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation, preparation, dissemination, entry into or filing of the Restructuring Support Agreement, this Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, the Prepetition Debt Documents, the DIP Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of this Plan, the solicitation of votes on this Plan or the issuance or distribution of Plan Securities pursuant to this Plan that such Non-Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties; *provided, however*, that the foregoing provisions of this Third Party Release shall not operate to waive or release (i) the rights of such Non-Debtor Releasing Party to enforce this Plan and the contracts, instruments,

releases, indentures, and other agreements or documents delivered under or in connection with this Plan (including, without limitation, the Exit Facility Loan Documents) or assumed or assumed and assigned, as applicable, pursuant to this Plan or pursuant to a Final Order of the Bankruptcy Court or (ii) any Causes of Action arising from willful misconduct, fraud, or gross negligence, in each case as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity and the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third Party Release.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third Party Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Third Party Release is: (i) consensual; (ii) essential to the confirmation of this Plan; (iii) in exchange for the good and valuable consideration provided by the Released Parties; (iv) a good faith settlement and compromise of the Claims released by the Third Party Release; (v) in the best interest of the Debtors and all Holders of Claims and Equity Interests; (vi) fair, equitable and reasonable; (vii) given and made after due notice and opportunity for hearing; and (viii) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third Party Release.

*C. Waiver of Statutory Limitations on Releases*

Each of the Releasing Parties in each of the releases contained above expressly acknowledges that although ordinarily a general release may not extend to Claims which the Releasing Party does not know or suspect to exist in its favor, which if known by it may have materially affected its settlement with the party released, they have carefully considered and taken into account in determining to enter into the above releases the possible existence of such unknown losses or claims. Without limiting the generality of the foregoing, each Releasing Party expressly waives any and all rights conferred upon it by any statute or rule of law which provides that a release does not extend to claims which the claimant does not know or suspect to exist in its favor at the time of providing the release, which if known by it may have materially affected its settlement with the released party. The releases contained in this Plan are effective regardless of whether those released matters are presently known, unknown, suspected or unsuspected, foreseen or unforeseen.

*D. Discharge of Claims and Equity Interests*

To the fullest extent provided under section 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code, except as otherwise expressly provided by this Plan (including, without limitation, Article V.D and V.E of this Plan) or the Confirmation Order, effective as of the Effective Date, all consideration distributed under this Plan shall be in exchange for, and in complete satisfaction, settlement, discharge, and release of, all Claims, Equity Interests and Causes of Action of any kind or nature whatsoever against the Debtors and the Reorganized Debtors or any of their respective assets or properties, including any interest accrued on such Claims or Equity

Interests from and after the Petition Date, and regardless of whether any property shall have been abandoned by order of the Bankruptcy Court, distributed or retained pursuant to this Plan on account of such Claims, Equity Interests or Causes of Action.

Except as otherwise expressly provided by this Plan (including, without limitation, Article V.D and V.E of this Plan) or the Confirmation Order, upon the Effective Date, the Debtors and their Estates shall be deemed discharged and released under and to the fullest extent provided under sections 524 and 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code from any and all Claims of any kind or nature whatsoever, including, but not limited to, demands and liabilities that arose before the Confirmation Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code. Such discharge shall void any judgment obtained against the Debtors or the Reorganized Debtors at any time, to the extent that such judgment relates to a discharged Claim.

Except as otherwise expressly provided by this Plan (including, without limitation, Article V.D and V.E of this Plan) or the Confirmation Order, upon the Effective Date: (i) the rights afforded herein and the treatment of all Claims and Equity Interests shall be in exchange for and in complete satisfaction, settlement, discharge, and release of all Claims and Equity Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtors or any of their respective assets, property, or Estates; (ii) all Claims and Equity Interests shall be satisfied, discharged, and released in full, and each of the Debtors' liability with respect thereto shall be extinguished completely without further notice or action; and (iii) all Persons and Entities shall be precluded from asserting against the Debtors, the Estates, the Reorganized Debtors, each of their respective successors and assigns, and each of their respective assets and properties, any such Claims or Equity Interests, whether based upon any documents, instruments or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date or otherwise.

#### *E. Exculpation*

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any claims or Causes of Action arising prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of this Plan, the Disclosure Statement, the Restructuring Documents, the DIP Documents, or any contract, instrument, release or other agreement or document created or entered into in connection with this Plan, including the Restructuring Support Agreement, or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or Consummation of this Plan; provided, however, that the foregoing provisions of this exculpation shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, fraud, or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of any Person or Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with this Plan or assumed pursuant to this Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon

the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions. The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity. Notwithstanding the foregoing, nothing in this Article X.E shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person or Entity that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in this Plan.

*F. Preservation of Causes of Action*

1. Maintenance of Causes of Action

Except as otherwise provided in this Article X (including, without limitation, and for the avoidance of doubt, the Releases contained in Article X.B and Exculpation contained in Article X.E hereof) or elsewhere in this Plan or the Confirmation Order, after the Effective Date, the Reorganized Debtors shall retain all rights to commence, pursue, litigate or settle, as appropriate, any and all Retained Litigation Claims, whether existing as of the Petition Date or thereafter arising, in any court or other tribunal including, without limitation, in an adversary proceeding Filed in the Chapter 11 Cases. The Reorganized Debtors, as the successors-in-interest to the Debtors and the Estates, may, and shall have the exclusive right to, enforce, sue on, settle, compromise, transfer or assign (or decline to do any of the foregoing) any or all of such Retained Litigation Claims without notice to or approval from the Bankruptcy Court.

2. Preservation of All Causes of Action Not Expressly Settled or Released

The Debtors expressly reserve all Causes of Action and Retained Litigation Claims for later adjudication by the Debtors or the Reorganized Debtors (including, without limitation, Causes of Action and Retained Litigation Claims not specifically identified or of which the Debtors may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time or facts or circumstances that may change or be different from those the Debtors now believe to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such Causes of Action or Retained Litigation Claims upon or after the Confirmation or Consummation of this Plan based on the Disclosure Statement, this Plan or the Confirmation Order, except in each case where such Causes of Action or Retained Litigation Claims have been expressly waived, relinquished, released, compromised or settled in this Plan (including, without limitation, and for the avoidance of doubt, the Releases contained in Article X.B and Exculpation contained in Article X.E hereof) or any other Final Order (including, without limitation, the Confirmation Order). In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which any of the Debtors are a plaintiff, defendant or an interested party, against any Person or Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits.

No Person or Entity may rely on the absence of a specific reference in this Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action or Retained Litigation Claim against them as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action or Retained Litigation Claim against them. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action and Retained Litigation Claim against any Person or Entity, except as otherwise expressly provided in this Plan or the Confirmation Order (including, without limitation, and for the avoidance of doubt, the Releases contained in Article X.B and Exculpation contained in Article X.E hereof).

*G. Injunction*

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER, FROM AND AFTER THE EFFECTIVE DATE, ALL PERSONS AND ENTITIES ARE, TO THE FULLEST EXTENT PROVIDED UNDER SECTION 524 AND OTHER APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, PERMANENTLY ENJOINED FROM (I) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY SUIT, ACTION OR OTHER PROCEEDING; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER; (III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE; (IV) ASSERTING A SETOFF OR RIGHT OF SUBROGATION OF ANY KIND; OR (V) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, IN EACH CASE ON ACCOUNT OF OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, EQUITY INTEREST, OR REMEDY RELEASED OR TO BE RELEASED, EXCULPATED OR TO BE EXCULPATED, SETTLED OR TO BE SETTLED OR DISCHARGED OR TO BE DISCHARGED PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER AGAINST ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED). ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASES UNDER SECTION 105 OR SECTION 362 OF THE BANKRUPTCY CODE, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE, SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE.**

*H. Binding Nature Of Plan*

**ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THIS PLAN SHALL BIND, AND SHALL BE DEEMED BINDING UPON, THE DEBTORS, THE REORGANIZED DEBTORS, ANY AND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS, ALL PERSONS AND ENTITIES THAT ARE PARTIES TO OR ARE SUBJECT TO THE SETTLEMENTS, COMPROMISES, RELEASES, EXCULPATIONS, DISCHARGES, AND INJUNCTIONS DESCRIBED IN THIS PLAN, EACH PERSON AND ENTITY ACQUIRING PROPERTY UNDER THIS PLAN, ANY AND ALL NON-DEBTOR PARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES WITH THE DEBTORS AND THE RESPECTIVE SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING, TO**



**THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING WHETHER OR NOT SUCH PERSON OR ENTITY (I) SHALL RECEIVE OR RETAIN ANY PROPERTY, OR INTEREST IN PROPERTY, UNDER THIS PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THIS PLAN, AFFIRMATIVELY VOTED TO REJECT THIS PLAN OR IS CONCLUSIVELY DEEMED TO REJECT THIS PLAN.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE INJUNCTION DOES NOT ENJOIN ANY PARTY UNDER THE RESTRUCTURING SUPPORT AGREEMENT OR THIS PLAN OR UNDER ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE INCLUDED IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN.**

*I. Protection Against Discriminatory Treatment*

To the extent provided by section 525 of the Bankruptcy Code and the Supremacy Clause of the United States Constitution, all Persons and Entities, including Governmental Units, shall not discriminate against the Reorganized Debtors or deny, revoke, suspend or refuse to renew a license, permit, charter, franchise or other similar grant to, condition such a grant to, discriminate with respect to such a grant, against the Reorganized Debtors, or another Person or Entity with whom the Reorganized Debtors have been associated, solely because any Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge) or has not paid a debt that is dischargeable in the Chapter 11 Cases.

*J. Integral Part of Plan*

Each of the provisions set forth in this Plan with respect to the settlement, release, discharge, exculpation, and injunction for or with respect to Claims and/or Causes of Action are an integral part of this Plan and essential to its implementation. Accordingly, each Person or Entity that is a beneficiary of such provision shall have the right to independently seek to enforce such provision and such provision may not be amended, modified, or waived after the Effective Date without the prior written consent of such beneficiary.

## **ARTICLE XI.**

### **RETENTION OF JURISDICTION**

Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, on and after the Effective Date, retain exclusive jurisdiction over the Chapter 11 Cases and all Persons and Entities with respect to all matters related to the Chapter 11 Cases, the Debtors and this Plan as legally permissible, including, without limitation, jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Equity Interest, including, without limitation, the

resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of any such Claim or Equity Interest;

2. grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or this Plan, for periods ending on or before the Effective Date; provided, however, that, from and after the Effective Date, the Reorganized Debtors may pay Professionals in the ordinary course of business for any work performed after the Effective Date and such payment shall not be subject to the approval of the Bankruptcy Court;

3. resolve any matters related to the assumption, assignment or rejection of any Executory Contract or Unexpired Lease and to adjudicate and, if necessary, liquidate, any Claims arising therefrom, including, without limitation, those matters related to any amendment to this Plan after the Effective Date to add Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed or rejected (as applicable);

4. resolve any issues related to any matters adjudicated in the Chapter 11 Cases;

5. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of this Plan;

6. decide or resolve any motions, adversary proceedings, contested or litigated matters and any other Causes of Action that are pending as of the Effective Date or that may be commenced in the future, and grant or deny any applications involving the Debtors that may be pending on the Effective Date or instituted by the Reorganized Debtors after the Effective Date, provided, however, that the Reorganized Debtors shall reserve the right to commence actions in all appropriate forums and jurisdictions;

7. enter such orders as may be necessary or appropriate to implement or consummate the provisions of this Plan and all other contracts, instruments, releases, indentures and other agreements or documents adopted in connection with this Plan, the Plan Supplement or the Disclosure Statement;

8. resolve any cases, controversies, suits or disputes that may arise in connection with the Consummation, interpretation or enforcement of this Plan or any Person or Entity's obligations incurred in connection with this Plan;

9. hear and determine all Causes of Action that are pending as of the Effective Date or that may be commenced in the future;

10. issue injunctions and enforce them, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person or Entity with Consummation or enforcement of this Plan;

11. enforce the terms and conditions of this Plan, the Confirmation Order, and the Restructuring Documents;

12. resolve any cases, controversies, suits or disputes with respect to the Release, the Exculpation, the indemnification and other provisions contained in Article X hereof and enter such



orders or take such other actions as may be necessary or appropriate to implement or enforce all such provisions;

13. hear and determine all Retained Litigation Claims;

14. enter and implement such orders or take such other actions as may be necessary or appropriate if the Confirmation Order is modified, stayed, reversed, revoked or vacated;

15. resolve any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, the Confirmation Order or any release or exculpation adopted in connection with this Plan; and

16. enter an order concluding or closing the Chapter 11 Cases.

Notwithstanding the foregoing, (i) any dispute arising under or in connection with any Exit Facility or any other contract or agreement binding on the Reorganized Debtors that contains provisions governing jurisdiction for litigation of disputes thereunder shall be addressed in accordance with the provisions of the applicable document and (ii) if the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in this Article of this Plan, the provisions of this Article XI shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

## ARTICLE XII.

### MISCELLANEOUS PROVISIONS

#### *A. Substantial Consummation*

“Substantial Consummation” of this Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Effective Date.

#### *B. Payment of Statutory Fees; Post-Effective Date Fees and Expenses*

All fees payable pursuant to section 1930(a) of the Judicial Code, as determined by the Bankruptcy Court at a hearing pursuant to section 1128 of the Bankruptcy Code to the extent necessary, shall be paid by each of the Debtors or the Reorganized Debtors (or the Distribution Agent on behalf of each of the Debtors or Reorganized Debtors), as applicable, for each quarter (including any fraction thereof) until the earliest to occur of the entry of (a) a final decree closing such Debtor’s Chapter 11 Case, (b) an order dismissing such Debtor’s Chapter 11 Case, or (c) an order converting such Debtor’s Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code.

The Reorganized Debtors may pay the liabilities and charges that they incur on or after the Effective Date for Professionals’ fees, disbursements, expenses, or related support services (including reasonable fees, costs and expenses incurred by Professionals relating to the preparation of interim and final fee applications and obtaining Bankruptcy Court approval thereof) in the ordinary course of business and without application or notice to, or order of, the Bankruptcy Court,

including, without limitation, the reasonable fees, expenses, and disbursements of the Distribution Agents and the fees, costs and expenses incurred by Professionals in connection with the implementation, enforcement and Consummation of this Plan and the Restructuring Documents.

*C. Statutory Committee*

On the Effective Date, the current and former members of the Committee, if any, and their respective officers, employees, counsel, advisors and agents, shall be released and discharged of and from all further authority, duties, responsibilities and obligations related to and arising from and in connection with the Chapter 11 Cases and the Committee shall dissolve. Following the completion of the Committee's remaining duties set forth above, the Committee shall be dissolved, and the retention or employment of the Committee's respective attorneys, accountants and other agents shall terminate without further notice to, or action by, any Person or Entity.

*D. Conflicts*

In the event that a provision of the Restructuring Documents or the Disclosure Statement (including any and all exhibits and attachments thereto) conflicts with a provision of this Plan or the Confirmation Order, the provision of this Plan and the Confirmation Order (as applicable) shall govern and control to the extent of such conflict. In the event that a provision of this Plan conflicts with a provision of the Confirmation Order, the provision of the Confirmation Order shall govern and control to the extent of such conflict.

*E. Modification of Plan*

Effective as of the date hereof and subject to the limitations and rights contained in this Plan: (a) the Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify this Plan prior to the entry of the Confirmation Order in a way that is in form and substance consistent in all material respects with the Restructuring Term Sheet and otherwise reasonably acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement, in accordance with section 1127(a) of the Bankruptcy Code; and (b) after the entry of the Confirmation Order, the Debtors or the Reorganized Debtors, as applicable, may, upon order of the Bankruptcy Court, amend or modify this Plan in a way that is in form and substance consistent in all material respects with the Restructuring Term Sheet and otherwise acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement, in accordance with section 1127(b) of the Bankruptcy Code or to remedy any defect or omission or reconcile any inconsistency in this Plan in such manner as may be necessary to carry out the purpose and intent of this Plan. A Holder of a Claim that has accepted this Plan shall be presumed to have accepted this Plan, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such Holder.

*F. Revocation or Withdrawal of Plan*

The Debtors reserve the right to revoke or withdraw this Plan prior to the Effective Date and/or to File subsequent chapter 11 plans, with respect to one or more of the Debtors; provided that any rights under the Restructuring Support Agreement, including any consent rights contained therein, shall remain unaffected. If the Debtors revoke or withdraw this Plan, or if Confirmation

or Consummation of this Plan does not occur with respect to one or more of the Debtors, then with respect to the applicable Debtor or Debtors for which this Plan was revoked or withdrawn or for which Confirmation or Consummation of this Plan did not occur: (1) this Plan shall be null and void in all respects; (2) any settlement or compromise embodied in this Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected by this Plan and any document or agreement executed pursuant hereto shall be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (3) nothing contained in this Plan shall: (a) constitute a waiver or release of any Claims by or against, or any Equity Interests in, the applicable Debtors or any other Person or Entity; (b) prejudice in any manner the rights of the applicable Debtors or any other Person or Entity; or (c) constitute an admission, acknowledgement, offer or undertaking of any sort by the applicable Debtors or any other Person or Entity.

*G. Successors and Assigns*

This Plan shall be binding upon and inure to the benefit of the Debtors, the Reorganized Debtors, all present and former Holders of Claims and Equity Interests, other parties-in-interest, and their respective heirs, executors, administrators, successors, and assigns. The rights, benefits, and obligations of any Person or Entity named or referred to in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor, or assign of such Person or Entity.

*H. Reservation of Rights*

Except as expressly set forth herein, this Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order and this Plan is Consummated. Neither the filing of this Plan, any statement or provision contained herein, nor the taking of any action by the Debtors or any other Person or Entity with respect to this Plan shall be or shall be deemed to be an admission or waiver of any rights of: (1) the Debtors with respect to the Holders of Claims or Equity Interests or other Person or Entity; or (2) any Holder of a Claim or an Equity Interest or other Person or Entity prior to the Effective Date.

*I. Further Assurances*

The Debtors or the Reorganized Debtors, as applicable, all Holders of Claims receiving distributions hereunder and all other Persons and Entities shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan or the Confirmation Order.

*J. Severability*

If, prior to the Confirmation Date, any term or provision of this Plan is determined by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan,

as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

*K. Service of Documents*

Any notice, direction or other communication given regarding the matters contemplated by this Plan (each, a “**Notice**”) must be in writing, sent by personal delivery, electronic mail, courier or facsimile and addressed as follows:

**If to the Debtors:**

Superior Energy Services, Inc.  
1001 Louisiana Street, Suite 2900  
Houston, Texas 77002  
Attn: William B. Masters  
Email: bill.masters@superiorenergy.com

with a copy to:

Latham & Watkins LLP  
885 Third Avenue  
New York, NY 10022  
Attn: Keith A. Simon and George Klidonas  
Direct Dial: (212) 906-1200  
Fax: (212) 751-4864  
Email: keith.simon@lw.com and george.klidonas@lw.com

**If to the Ad Hoc Noteholder Group:**

Davis Polk & Wardwell LLP  
405 Lexington Ave.  
New York, NY 10017  
Attn: Damian S. Schaible and Adam L. Shpeen  
Direct Dial: (212) 450-4000  
Fax: (212) 701-5800  
Email: damian.schaible@davispolk.com and  
adam.shpeen@davispolk.com

A Notice is deemed to be given and received (a) if sent by personal delivery or courier, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day, or (b) if sent by facsimile, on the Business Day following the date of confirmation of transmission by the originating facsimile, or (c) if sent by electronic mail, when the sender receives an email from the recipient acknowledging receipt, provided that an automatic “read receipt” does not constitute acknowledgment of an email for purposes of this Section. Any party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any element of a party’s address that is not specifically changed in a Notice shall be assumed not to be changed. Sending a copy of a Notice to a party’s legal counsel as contemplated above is for information purposes only and does not

constitute delivery of the Notice to that party. The failure to send a copy of a Notice to legal counsel does not invalidate delivery of that Notice to a party.

*L. Exemption from Transfer Taxes Pursuant to Section 1146(a) of the Bankruptcy Code*

Pursuant to and to the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any issuance, transfer, or exchange of a security, or the making or delivery of an instrument of transfer of property, pursuant to or in connection with this Plan or the Restructuring Documents shall not be subject to any Stamp or Similar Tax or governmental assessment in the United States or by any other Governmental Unit, and the Confirmation Order shall direct the appropriate federal, state or local (domestic or foreign) governmental officials or agents to forgo the collection of any such Stamp or Similar Tax or governmental assessment and to accept for filing and recordation instruments or other documents evidencing such action or event without the payment of any such Stamp or Similar Tax or governmental assessment. Such exemption specifically applies, without limitation, to (i) all actions, agreements and documents necessary to evidence and implement the provisions of, transactions contemplated by and the distributions to be made under this Plan or the Restructuring Documents, (ii) the issuance and distribution of the New Common Stock or Plan Securities and Documents, and (iii) the maintenance or creation of security interests or any Lien as contemplated by this Plan or the Restructuring Documents.

*M. Governing Law*

Except to the extent that the Bankruptcy Code, the Bankruptcy Rules or other federal law is applicable, or to the extent that a Restructuring Document or an exhibit or schedule to this Plan provides otherwise, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, the laws of New York, without giving effect to the principles of conflicts of law of such jurisdiction.

*N. Tax Reporting and Compliance*

The Reorganized Debtors are hereby authorized, on behalf of the Debtors, to request an expedited determination under section 505(b) of the Bankruptcy Code of the tax liability of the Debtors for all taxable periods ending after the Petition Date through and including the Effective Date.

*O. Exhibits and Schedules*

All exhibits and schedules to this Plan, including the Exhibits and Plan Schedules, are incorporated herein and are a part of this Plan as if set forth in full herein.

*P. No Strict Construction*

This Plan is the product of extensive discussions and negotiations between and among, *inter alia*, the Debtors, the Consenting Noteholders, and their respective professionals. Each of the foregoing was represented by counsel of its choice who either participated in the formulation and documentation of, or was afforded the opportunity to review and provide comments on, this Plan, the Disclosure Statement, the Exhibits and the Plan Schedules, and the agreements and documents ancillary or related thereto. Accordingly, unless explicitly indicated otherwise, the general rule of contract construction known as “*contra proferentem*” or other rule of strict

construction shall not apply to the construction or interpretation of any provision of this Plan, the Disclosure Statement, the Exhibits or the Plan Schedules, or the documents ancillary and related thereto.

*Q. Entire Agreement*

Except as otherwise provided herein or therein, this Plan and the Restructuring Documents supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan and the Restructuring Documents.

*R. Closing of Chapter 11 Cases*

The Reorganized Debtors shall, promptly after the full administration and Consummation of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

*S. 2002 Notice Parties*

After the Effective Date, the Debtors and the Reorganized Debtors, as applicable, are authorized to limit the list of Persons and Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Persons and Entities who have Filed a renewed request after the Confirmation Hearing to receive documents pursuant to Bankruptcy Rule 2002.

Dated: December [•], 2020

Respectfully submitted,

**SUPERIOR ENERGY SERVICES, INC. AND  
ITS AFFILIATE DEBTORS**

By:           /s/ Draft



**Exhibit B**

**Form of Joinder**

## **JOINDER TO RESTRUCTURING SUPPORT AGREEMENT**

The undersigned hereby acknowledges that it has received and fully reviewed the Amended and Restated Restructuring Support Agreement (including the exhibits attached thereto, as the same may be amended, modified or supplemented from time to time in accordance with the terms thereof, the “**Agreement**”), dated as of December 4, 2020, by and among (i) Superior Energy Services, Inc. (“**Parent**”), (ii) each direct and indirect wholly-owned, domestic subsidiary of Parent party hereto (each an “**SPN Subsidiary**”, and together with Parent, the “**Company**”), and (iii) the Noteholders (as defined therein) party thereto (the “**Consenting Noteholders**”). The undersigned acknowledges and agrees, by its signature below, that it is bound by the terms and conditions of the Agreement and shall be deemed a “Consenting Noteholder” for all purposes under the terms of and pursuant to the Agreement as of the date hereof.

Date: [\_\_\_\_\_], 2020

[Name of Holder/Proposed Transferee]

By: \_\_\_\_\_

Name:

Title:

Principal Amount of 2021 Notes Claims as of the date hereof:

\$ \_\_\_\_\_

Principal Amount of 2024 Notes Claims as of the date hereof:

\$ \_\_\_\_\_

Address for Notice:

[\_\_\_\_\_]

[\_\_\_\_\_]

Attention: [\_\_\_\_\_]

Facsimile: [\_\_\_\_\_]

**Exhibit C**

Liquidation Analysis

## Exhibit C: LIQUIDATION ANALYSIS

### INTRODUCTION

Often referred to as the “best interests of creditors” test, section 1129(a)(7) of the Bankruptcy Code<sup>1</sup> requires that a Bankruptcy Court find, as a condition to confirmation of a plan of reorganization, that each holder of a claim or interest in each impaired class either (i) has accepted the plan or (ii) will receive or retain under the plan property of a value, as of the effective date of the confirmed plan, that is not less than the amount such holder would receive if the debtor was liquidated under chapter 7 of the Bankruptcy Code.<sup>2</sup>

To conduct this Liquidation Analysis, the Debtors and their advisors have taken the following steps:

- i) estimated the cash proceeds that a chapter 7 trustee (a “**Trustee**”) would generate if each Debtor’s chapter 11 case was converted to a chapter 7 case on the Effective Date and the assets of such Debtor’s Estate were liquidated (the “**Liquidation Proceeds**”);
- ii) determined the distribution that each Holder of a Claim or Equity Interest would receive from the Liquidation Proceeds under the priority scheme set forth in chapter 7 (the “**Liquidation Distribution**”); and
- iii) compared each Holder’s Liquidation Distribution to the distribution such Holder would receive under the Debtors’ Plan if the Plan were confirmed and consummated.

This Liquidation Analysis represents an estimate of cash distributions and recovery percentages based on a hypothetical chapter 7 liquidation of the Debtors’ assets. It is, therefore, a hypothetical analysis based on certain assumptions discussed herein and in the Disclosure Statement. As such, asset values and claims discussed herein may differ materially from amounts referred to in the Plan and Disclosure Statement. This Liquidation Analysis should be read in conjunction with the assumptions, qualifications, and explanations set forth in the Disclosure Statement and the Plan in their entirety, as well as the notes and assumptions set forth below.

The determination of the costs of, and proceeds from, the hypothetical liquidation of the Debtors’ assets in a chapter 7 case involves the use of estimates and assumptions that, although considered reasonable by the Debtors based on their business judgment and input from their advisors, are subject to significant business, economic, and competitive uncertainties and contingencies beyond the control of the Debtors, their management and their advisors. This Liquidation Analysis was prepared for the sole purpose of generating a reasonable, good faith estimate of the proceeds that would be generated if the Debtors’ assets were liquidated in accordance with chapter 7 of the

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<sup>1</sup> Capitalized terms used but not defined herein have the meanings ascribed to them in the Disclosure Statement to which this Liquidation Analysis is attached Exhibit C or the Plan attached to the Disclosure Statement as Exhibit A, as applicable.

<sup>2</sup> Additional references to chapter 7 throughout this exhibit assumed to encompass similar insolvency proceedings in non-U.S. jurisdictions. Local / jurisdictional laws and/or rules governing liquidation priorities outside the United States are assumed to be generally consistent with those set forth in chapter 7 of the Bankruptcy Code. Any deviations of such laws and/or rules would not materially impact the conclusions of this analysis.

Bankruptcy Code. The Liquidation Analysis is not intended, and should not be used, for any other purpose.

All of the limitations and risk factors set forth in the Disclosure Statement are applicable to this Liquidation Analysis and are incorporated by reference herein. The underlying financial information in the Liquidation Analysis was prepared using policies that are generally consistent with those applied in historical financial statements but was not compiled or examined by independent accountants and was not prepared to comply with Generally Accepted Accounting Principles or SEC reporting requirements.

Based on this Liquidation Analysis, the Debtors, with the assistance of their advisors, believe the Plan satisfies the best interests test and that each Holder of an Impaired Claim or Equity Interest will receive value under the Plan on the Effective Date that is not less than the value such Holder would receive if the Debtors liquidated under chapter 7 of the Bankruptcy Code. The Debtors believe that this Liquidation Analysis and the conclusions set forth herein are fair and represent the Debtors' best judgment regarding the results of a hypothetical liquidation of the Debtors under chapter 7 of the Bankruptcy Code.

THE DEBTORS AND THEIR ADVISORS MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OF THE ESTIMATES CONTAINED HEREIN OR A CHAPTER 7 TRUSTEE'S ABILITY TO ACHIEVE FORECASTED RESULTS. IN THE EVENT THESE CHAPTER 11 CASES ARE CONVERTED TO A CHAPTER 7 LIQUIDATION, ACTUAL RESULTS COULD VARY FROM THE ESTIMATES SET FORTH IN THIS LIQUIDATION ANALYSIS.

#### **BASIS OF PRESENTATION**

The Liquidation Analysis has been prepared assuming that the Debtors' chapter 7 liquidation commences on or about January 31, 2021 (the "**Liquidation Date**"). The pro forma values referenced herein are projected as of the Liquidation Date and utilize the September 30, 2020 balance sheet and projected results of operations and cash flow over the period from September, 30 2020 to the assumed Liquidation Date (the "**Projection Period**"). The Debtors have assumed that the Liquidation Date is a reasonable proxy for the anticipated Effective Date. The Liquidation Analysis was prepared on a legal entity basis for each Debtor and non-Debtor and, for presentation purposes, summarized into a consolidated report. Additionally, a standalone liquidation analysis for Superior Energy Services, Inc. is presented herein.

In preparing the Liquidation Analysis, the Debtors estimated Allowed Claims based on a review of the Debtors' financial statements and projected results of operations and cash flow over the Projection Period to account for estimated liabilities, as necessary. The cessation of business in a liquidation is likely to trigger certain claims and funding requirements that would otherwise not exist under the Plan absent a liquidation. Such claims could include lease rejection damages claims, chapter 7 administrative expense claims, including wind down costs, trustee fees, and professional fees, among other claims. Some of these claims and funding obligations could be significant and would be entitled to administrative or priority status in payment from Liquidation Proceeds. The Debtors' estimates of Allowed Claims set forth in the Liquidation Analysis should not be relied on for the purpose of determining the value of any distribution to be made on account of Allowed Claims or Equity Interests under the Plan.

NOTHING CONTAINED IN THE LIQUIDATION ANALYSIS IS INTENDED TO BE, OR CONSTITUTES, A CONCESSION, ADMISSION, OR ALLOWANCE OF ANY CLAIM OR EQUITY INTEREST BY THE DEBTORS. THE ACTUAL AMOUNT OR PRIORITY OF ALLOWED CLAIMS AND EQUITY INTERESTS IN THE CHAPTER 11 CASES COULD MATERIALLY DIFFER FROM THE ESTIMATED AMOUNTS SET FORTH AND USED IN THE LIQUIDATION ANALYSIS. THE DEBTORS RESERVE ALL RIGHTS TO SUPPLEMENT, MODIFY, OR AMEND THE ANALYSIS SET FORTH HEREIN.

Chapter 7 administrative expense claims that arise in a liquidation scenario would be paid in full from the Liquidation Proceeds prior to proceeds being made available for distribution to holders of Allowed Claims. Under the “absolute priority rule,” no junior creditor may receive any distributions until all senior creditors are paid in full, and no equity holder may receive any distribution until all creditors are paid in full. The assumed distributions to creditors as reflected in the Liquidation Analysis are estimated in accordance with the absolute priority rule.

This Liquidation Analysis does not include any recoveries or related litigation costs resulting from any potential preference, fraudulent transfer, or other litigation or avoidance actions that may be available under the Bankruptcy Code because of the cost of such litigation, the uncertainty of the outcome, and potential disputes regarding these matters. In addition, the Liquidation Analysis assumes all customer contracts are terminated on the Liquidation Date. Claims in connection with the rejection of any Executory Contracts and Unexpired Leases have been estimated for purposes of this Liquidation Analysis, however, actual Claims in connection therewith could materially differ from estimates. The Liquidation Analysis does not estimate contingent, unliquidated claims at the Debtors. Finally, the Liquidation Analysis does not include estimates for the tax consequences that may be triggered upon the liquidation and sale of assets in the manner described above. Such tax consequences could be material.

### LIQUIDATION PROCESS

The Debtors’ liquidation would be conducted pursuant to chapter 7 of the Bankruptcy Code. The Debtors have assumed that their liquidation would occur over approximately four months (the “**Liquidation Period**”) during which time the Trustee would effectively monetize substantially all the assets on the consolidated balance sheet and administer and wind-down the Estates.<sup>3</sup>

As part of the Trustee’s liquidation process, the initial step would be to develop a liquidation plan designed to generate proceeds from the sale of assets that it would then distribute to creditors. This liquidation process would have three major components:

- i) Cash proceeds from asset sales (“**Gross Liquidation Proceeds**”);
- ii) Costs to liquidate the business and administer the Estates under chapter 7 (“**Liquidation Adjustments**”);
- iii) Remaining proceeds available for distribution to claimants (“**Net Liquidation Proceeds Available for Distribution**”).

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<sup>3</sup> Although the Liquidation Analysis assumes the liquidation process would occur over a four-month period, it is possible the disposition and recovery from certain assets could take shorter or longer to realize.

### i) Gross Liquidation Proceeds

The Gross Liquidation Proceeds reflect the total proceeds the Trustee would generate from a hypothetical chapter 7 liquidation. Under section 704 of the Bankruptcy Code, a Trustee must, among other duties, collect and convert property of the Estates as expeditiously as is compatible with the best interests of parties in interest, which could result in potentially distressed recoveries. This Liquidation Analysis assumes the Trustee will market the assets on an accelerated timeline and consummate the sale transactions within four months from the Liquidation Date. Asset values in the liquidation process will likely be materially reduced due to, among other things, (i) the accelerated time frame in which the assets are marketed and sold, (ii) negative vendor and customer reaction, and (iii) the generally forced nature of the sale.

### ii) The Liquidation Adjustments

The Liquidation Adjustments reflect the costs the Trustee would incur to monetize the assets and wind down the Estates in chapter 7 and include the following:

- Expenses necessary to efficiently and effectively monetize the assets (the “**Liquidation / Wind-down Costs**”);
- Chapter 7 professional fees (lawyers, financial advisors, and investment bankers to support the sale and transition of assets over the four-month liquidation period); and
- Chapter 7 Trustee fees.

### iii) Net Liquidation Proceeds Available for Distribution

The Net Liquidation Proceeds Available for Distribution reflect amounts available to Holders of Claims and Equity Interests after the Liquidation Adjustments are netted against the Gross Liquidation Proceeds. Under this analysis, the Liquidation Proceeds are distributed to Holders of Claims against, and Equity Interests in, the Debtors in accordance with the Bankruptcy Code’s priority scheme, and under the Plan, include the following:

- **DIP Superpriority Claims** – Claims attributed to the DIP Facility, including issued letters of credit as well as claims attributed to accrued and unpaid fees for the U.S. Trustee and Clerk of the Bankruptcy Court, and certain Professional Persons (as defined in the Interim DIP Order);
- **Secured Tax Claims** – Priority tax claims entitled to priority under section 507 of the Bankruptcy Code;
- **Other Priority/Secured Claims** – Claims arising from any Secured Claim other than an Administrative Claim, Secured Tax Claim, DIP Superpriority Claim, or Prepetition Credit Agreement Claim;
- **Prepetition Credit Agreement Claims** - Claims arising from, under or in connection with the Prepetition Credit Agreement;



- Administrative Claims – Claim for costs and expenses of administration incurred during the Chapter 11 Cases that are Allowed under sections 503(b), 507(a)(2), 507(b) or 1114(e)(2) of the Bankruptcy Code, including, without limitation, claims for post-petition accounts payable, post-petition accrued expenses, post-petition accrued payroll and benefits, and asset retirement obligation claims;
- Prepetition Notes Claims Against Parent – Claims against Parent arising from, under, or in connection with the Prepetition Notes, the Prepetition Notes Indentures, or any other related document or agreement. Notably, the Prepetition Notes Claims Against Parent are *pari passu* with the other unsecured claims, but maintain structural priority over any other unsecured claims to the extent such claims only maintain a claim against a single Debtor (particularly General Unsecured Claims Against Parent);
- General Unsecured Claims Against Parent – Claims arising from non-priority claims, including certain pre-petition liabilities not subject to first-day relief, specifically, pre-petition lease rejection damages claims and Performance Guarantee Claims, excluding the Prepetition Notes Claim Against Parent;
- Prepetition Notes Claims Against Affiliate Debtors – Claims against any Affiliate Debtor arising from, under, or in connection with the Prepetition Notes, the Prepetition Notes Indentures, or any other related document or agreement. Notably, the Prepetition Notes Claims Against Affiliate Debtors are *pari passu* with the other unsecured claims, but maintain structural priority over any other unsecured claims to the extent such claims only maintain a claim against a single Debtor (particularly General Unsecured Claims Against Affiliate Debtors);
- General Unsecured Claims Against Affiliate Debtors – Claims arising from non-priority claims, including certain pre-petition liabilities not subject to first-day relief, claims attributed to the non-qualified deferred compensation plan, pre-petition lease rejection damages claims, trade claims, and various other unsecured liabilities, excluding the Prepetition Notes Claims Against Affiliate Debtors;
- Intercompany Claims – Claims arising from amounts the Debtors owe to other Debtors and/or non-Debtor Affiliates; and
- Equity Interests – Claims arising from Equity Interests in the Debtors.

## CONCLUSION

The Debtors have determined, as summarized in the table below, on the Effective Date, that the Plan will provide all Holders of Allowed Claims and Equity Interests with a recovery that is not less than what they would otherwise receive pursuant to a liquidation of the Debtors' assets under chapter 7 of the Bankruptcy Code. Accordingly, the Plan satisfies the requirement of 1129(a)(7) of the Bankruptcy Code.

### Affiliate Debtors - Consolidated Recovery Summary

	Plan Recoveries			Chapter 7 Liquidation Recoveries (1)		
	Low	Mid	High	Low	Mid	High
<b>Summary of Recovery (%)</b>						
DIP Superpriority Claims <sup>(2)</sup>	100%	100%	100%	100%	100%	100%
Secured Tax Claims	100%	100%	100%	100%	100%	100%
Other Priority/Secured Claims	NA	NA	NA	NA	NA	NA
Prepetition Credit Agreement Claims	NA	NA	NA	NA	NA	NA
Administrative Claims	100%	100%	100%	52%	56%	58%
Prepetition Notes Claims Against Affiliate Debtors	63%	69%	76%	16%	19%	22%
General Unsecured Claims Against Affiliate Debtors	100%	100%	100%	2%	3%	3%
Intercompany Claims	NA	NA	NA	NA	NA	NA
Equity Interests	0%	0%	0%	0%	0%	0%

(1) This Liquidation Analysis was prepared on a legal entity basis for each Affiliate Debtor and, for presentation purposes, summarized into a consolidated report. This entity-by-entity analysis is the reason, for example, why General Unsecured Claims Against Affiliate Debtors receive any recovery in a chapter 7 when neither Secured Tax Claims or Prepetition Notes Claims Against Affiliate Debtors get paid in full.

(2) DIP Superpriority Claims fully recoverable, assuming a 1% or \$426 thousand recovery at Superior Energy Services, Inc. See below table.

### Superior Energy Services Inc. Recovery Summary

	Plan Recoveries			Chapter 7 Liquidation Recoveries		
	Low	Mid	High	Low	Mid	High
<b>Summary of Recovery (%)</b>						
DIP Superpriority Claims	100%	100%	100%	1%	1%	1%
Secured Tax Claims	100%	100%	100%	0%	0%	0%
Other Priority/Secured Claims	NA	NA	NA	NA	NA	NA
Prepetition Credit Agreement Claims	NA	NA	NA	NA	NA	NA
Administrative Claims	NA	NA	NA	NA	NA	NA
Prepetition Notes Claims Against Parent	63%	69%	76%	0%	0%	0%
General Unsecured Claims Against Parent	\$125,000	\$125,000	\$125,000	0%	0%	0%
Intercompany Claims	NA	NA	NA	NA	NA	NA
Equity Interests	0%	0%	0%	0%	0%	0%

The Liquidation Analysis should be reviewed with the accompanying “Specific Notes to the Liquidation Analysis” set forth on the following pages. The below tables reflect the consolidation of the standalone liquidation analyses for each Affiliate Debtor.

### Affiliate Debtors

(\$ in Millions)

					Potential Recovery					
					Recovery Estimate %			Recovery Estimate \$		
		9/30/20 Net	Adjustments /	1/31/21						
Assets	Notes	Book Value	Activity	Pro Forma Value	Low	Midpoint	High	Low	Midpoint	High
<b>Gross Liquidation Proceeds:</b>										
Restricted Cash	[A]	80.1	(27.7)	52.4	0%	0%	0%	-	-	-
Cash	[A]	147.2	(54.9)	92.3	100%	100%	100%	92.3	92.3	92.3
Accounts Receivable	[B]	119.0	(13.5)	105.5	63%	68%	74%	66.5	72.2	78.0
Inventory	[C]	72.6	-	72.6	16%	16%	16%	11.7	11.7	11.7
Land, Buildings, & Oil and gas Properties	[D]	234.5	-	234.5	19%	28%	38%	44.0	66.0	88.0
Machinery & Equipment	[E]	262.4	-	262.4	46%	46%	46%	120.2	120.2	120.2
Other Assets	[F]	185.5	-	185.5	8%	8%	8%	14.3	14.3	14.3
<b>Total Assets</b>		<b>1,101.2</b>	<b>(96.2)</b>	<b>1,005.0</b>	<b>35%</b>	<b>37%</b>	<b>40%</b>	<b>348.9</b>	<b>376.7</b>	<b>404.4</b>
					<b>Rates</b>					
<b>Less: Liquidation Adjustments</b>					<b>Low</b>	<b>Midpoint</b>	<b>High</b>			
Liquidation / Wind-down Costs	[G]							(26.0)	(19.1)	(15.5)
Ch. 7 Professional Fees	[H]				3.0%	2.5%	2.0%	(10.5)	(9.4)	(8.1)
Ch. 7 Trustee Fees	[I]							(8.1)	(8.9)	(9.7)
Total Liquidation Adjustments								(44.5)	(37.4)	(33.3)
<b>Net Liquidation Proceeds from External Assets</b>		<b>1,101.2</b>	<b>(96.2)</b>	<b>1,005.0</b>	<b>30%</b>	<b>34%</b>	<b>37%</b>	<b>304.4</b>	<b>339.3</b>	<b>371.1</b>
<b>Value Redistribution:</b>										
Intercompany Receivables	[J]	1,060.7	-	1,060.7	4%	4%	4%	39.2	44.6	46.1
Investment in Affiliates/Subsidiaries	[K]	3,909.0	-	3,909.0	2%	2%	2%	61.0	67.4	78.1
<b>Total Value Redistribution</b>		<b>4,969.7</b>	<b>-</b>	<b>4,969.7</b>				<b>100.2</b>	<b>112.0</b>	<b>124.2</b>
<b>Net Liquidation Proceeds Available for Distribution</b>		<b>6,070.9</b>	<b>(96.2)</b>	<b>5,974.8</b>	<b>7%</b>	<b>8%</b>	<b>8%</b>	<b>404.6</b>	<b>451.3</b>	<b>495.3</b>

(\$ in Millions)

(\$ in Millions)		Claims			% Recovery			\$ Recovery		
		Low	Midpoint	High	Low	Midpoint	High	Low	Midpoint	High
Net Liquidation Proceeds Available for Distribution to Creditors								404.6	451.3	495.3
DIP Superpriority Claims	[L]	61.7	61.7	61.7	99%	99%	99%	61.3	61.3	61.3
Less: Total DIP Super Priority Claims		61.7	61.7	61.7	99%	99%	99%	61.3	61.3	61.3
Remaining Amount Available for Distribution								343.3	390.0	434.0
Secured Tax Claims		22.9	22.9	22.9	100%	100%	100%	22.9	22.9	22.9
Less: Total Secured Tax Claims		22.9	22.9	22.9	100%	100%	100%	22.9	22.9	22.9
Remaining Amount Available for Distribution								320.4	367.1	411.1
Other Priority/Secured Claims		-	-	-	0%	0%	0%	-	-	-
Less: Total Other Priority/Secured Claims		-	-	-	0%	0%	0%	-	-	-
Remaining Amount Available for Distribution								320.4	367.1	411.1
Prepetition Credit Agreement Claims		-	-	-	0%	0%	0%	-	-	-
Less: Total Prepetition Credit Agreement Claims		-	-	-	0%	0%	0%	-	-	-
Remaining Amount Available for Distribution								320.4	367.1	411.1
Administrative Claims		203.0	203.0	203.0	52%	56%	58%	106.4	114.6	117.6
Less: Total Administrative Claims		203.0	203.0	203.0	52%	56%	58%	106.4	114.6	117.6
Remaining Amount Available for Distribution								214.0	252.5	293.6
Prepetition Notes Claims Against Affiliate Debtors		1,335.8	1,335.8	1,335.8	16%	19%	22%	212.8	251.2	291.9
Less: Total Prepetition Notes Claims Against Affiliate Debtors		1,335.8	1,335.8	1,335.8	16%	19%	22%	212.8	251.2	291.9
Remaining Amount Available for Distribution								1.2	1.4	1.6
General Unsecured Claims Against Affiliate Debtors		53.3	53.3	53.3	2%	3%	3%	1.2	1.4	1.6
Less: Total General Unsecured Claims Against Affiliate Debtors		53.3	53.3	53.3	2%	3%	3%	1.2	1.4	1.6
Remaining Amount Available for Distribution								-	-	-
Intercompany Payables		1,003.6	1,003.6	1,003.6	0%	0%	0%	-	-	-
Less: Total Intercompany Claims		1,003.6	1,003.6	1,003.6	0%	0%	0%	-	-	-
Remaining Amount Available for Distribution								-	-	-
Equity Interests	[T]	-	-	-	0%	0%	0%	-	-	-

## SPECIFIC NOTES TO THE LIQUIDATION ANALYSIS

### Gross Liquidation Proceeds from External Assets

The below table summarizes asset recoverability percentages for the Debtors' assets. Net Liquidation Proceeds Available for Distribution on the sale of non-debtor assets are recovered by the Debtors via settlement of intercompany receivables and/or equity distributions factoring the priority of claims that reside at each non-debtor (reference Value Redistribution section below).

Note	Asset Type / Assumptions	Debtors' Recovery
A	Unrestricted cash consists of all cash and liquid investments, if applicable, and restricted cash consists of cash deposits made to third parties, cash collateral for the plugging and abandonment (" <b>P&amp;A</b> ") liabilities, and cash collateral to the Prepetition Credit Agreement Lenders. The Liquidation Analysis assumes the cash deposits and P&A cash collateral are drawn on the Liquidation Date and are not recoverable, as they are applied as a reduction of their respective liabilities.	Unrestricted Cash 100%  Restricted Cash 0%
B	Accounts receivable consists of trade amounts owed for services provided to customers. The balance has been adjusted for receivables that are considered uncollectable (based on the aging of such receivables). The recovery rates reflect the assumption that customer contracts would terminate at the Liquidation Date and customers would offset the costs associated with switching to a new provider against amounts owed. The interruption of business caused by the liquidation could further impact the ability of the Trustee to collect these amounts.	68%
C	Inventory consists of a wide variety of raw materials as well as parts and components made by other manufacturers and suppliers used as part of manufacturing operations. Additionally, inventory includes items that are sold to outside customers, or used as spares, consumables, or replacement parts to support oilfield services provided to customers on a contract service or rental basis. Associated spare parts are assumed to be liquidated with assumed <i>de minimis</i> recoveries.	16%
D	Land, buildings, and oil and gas properties includes owned real estate, real estate acquisition costs, leasehold improvements and one oil and gas property owned by the Debtors.	28%

Note	Asset Type / Assumptions	Debtors' Recovery
E	Machinery & Equipment (“ <b>M&amp;E</b> ”) includes drilling tools, manufacturing equipment, service equipment and rental equipment used in providing services across the Debtors’ primary offerings, including: production, completions, drilling and evaluation, well construction, etc. Additionally, M&E includes domestic and international miscellaneous assets (vehicles, FF&E, etc.).	46%
F	Other assets consist of prepaid insurance, rent, taxes and other miscellaneous prepaid items; supplier, customer and other miscellaneous deposits; deferred compensation plan assets; and intangibles. Deferred compensation plan assets are assumed to be converted into unrestricted cash upon conversion to a chapter 7, and will be fully recoverable.	8%

### Liquidation Adjustments

#### G. Liquidation / Wind Down Costs

The wind down costs includes the expenses the Trustee will incur to efficiently and effectively monetize the assets over the Liquidation Period. These expenses relate to labor, building rent, facilities expenses, transportation expense, insurance, health and safety expenses, and taxes, as well as direct costs of selling the assets such as marshalling, marketing, and direct labor. The Liquidation Analysis assumes total liquidation and wind down costs in a range of approximately \$15.5 to \$26.0 million for the Affiliate Debtors over the Liquidation Period.

#### H. Chapter 7 Professional Fees

The chapter 7 professional fees include estimates for certain professionals that will provide assistance and services to the Trustee during the Liquidation Period. The Liquidation Analysis assumes the Trustee will retain lawyers, financial advisors, and investment bankers to assist in the liquidation. These advisors will assist in marketing the Debtors’ assets, litigating claims and resolving tax litigation matters, and resolving other matters relating to the wind down of the Debtors’ Estates. The Liquidation Analysis estimates Professional Fees at a range of 2% to 3% of Gross Liquidation Proceeds, which equals approximately \$8.1 and \$10.5 million, respectively, for the Affiliate Debtors.

#### I. Trustee Fees

Section 326(a) of the Bankruptcy Code provides that Trustee Fees may not exceed 3% of distributable proceeds *in excess* of \$1 million. The Liquidation Analysis assumes the Trustee Fees would be approximately 3% of Gross Liquidation Proceeds from external assets, which equals approximately \$8.1 to \$9.7 million, respectively.

### **Value Redistribution**

For purposes of determining the recoverability of (i) intercompany receivables owed to the Debtors from non-Debtor Affiliates and (ii) the Debtors' Equity Interests in non-Debtor Affiliate subsidiaries, individual liquidation analyses were performed on each Debtor and non-Debtor Affiliate on a standalone basis. The recoverability of the Debtors' intercompany receivables and investments in subsidiaries was calculated prior to determining the net proceeds available for distribution to the Debtors' claimants.

#### **J. Intercompany Receivables**

Historically, the Debtors and their Affiliate subsidiaries created intercompany receivables and payables as a result of various transactions related to intercompany trade debt, overhead and expense allocations, and other intercompany charges. In addition, there are several entities that act as cash poolers for the organization. The recoverability of intercompany receivables owed to the Affiliate Debtors is assumed to be approximately 4%, or \$44.6 million.

#### **K. Investments in Affiliates /Subsidiaries**

The Debtors' investments in Affiliates /subsidiaries include the Debtors' Equity Interests in Debtor and non-Debtor Affiliates. The recoverability of the investments in Affiliates /subsidiaries owed to the Affiliate Debtors is assumed to be approximately 2% or \$67.4 million.

### **Net Liquidation Proceeds Available for Distribution**

Based on the Liquidation Analysis, the Net Liquidation Proceeds Available for Distribution to the Affiliate Debtors' Holders of Claims and Equity Interests range from approximately \$404.6 million to \$495.3 million.

### **Claims**

#### **L. DIP Superpriority Claims**

The Bankruptcy Code grants superpriority administrative expense claim status to claims made pursuant to the Debtors' DIP Agreement. Also, the Interim DIP Order grants superpriority status to Allowed Professional Fees (as defined in the Interim DIP Order) earned, accrued or incurred by Professional Persons at any time before or on the first business day following delivery of the Carve-Out Trigger Notice (as defined in the Interim DIP Order). The Liquidation Analysis assumes DIP Superpriority Claims of approximately \$61.7 million at the Liquidation Date. The Liquidation Analysis assumes the Liquidation Proceeds would be sufficient to satisfy 100% of the DIP Superpriority Claims.



M. Secured Tax Claims

Secured Tax Claims consist of accrued and unpaid income, sales and use, franchise, property, VAT and other taxes owed at the Debtors and non-debtors. The Liquidation Analysis assumes approximately \$22.9 million in Secured Tax Claims at the Liquidation Date. The Liquidation Analysis assumes the Liquidation Proceeds would be sufficient to satisfy approximately 100% of the Secured Tax Claims.

N. Other Priority/Secured Claims

The Liquidation Analysis assumes there will be no Other Priority/Secured Claims at the Debtors as of the Liquidation Date.

O. Prepetition Credit Agreement Claims

The Liquidation Analysis assumes there will be no Prepetition Credit Agreement Claims at the Debtors as of the Liquidation Date.

P. Administrative Claims

Administrative Claims consist of estimated post-petition accounts payable, and post-petition accrued expenses attributable to operating costs for labor, and other costs relating to transportation, facilities, machining, rental tools, repairs and maintenance, insurance, health and safety, capital expenditures, other operating expenditures, and other administrative and professional services. Additionally, Administrative Expense include claims arising for post-petition accrued employee payroll and benefits and P&A costs. The Liquidation Analysis assumes approximately \$203.0 million in Administrative Claims at the Liquidation Date. The Liquidation Analysis further assumes the Liquidation Proceeds would be sufficient to satisfy approximately 56% of the Administrative Claims.

Q. Prepetition Notes Claims Against Affiliate Debtors

Claims at any Affiliate Debtor arising from, under, or in connection with the Prepetition Notes, the Prepetition Notes Indentures, or any other related document or agreement, including any accrued and unpaid principal, interest and fees through December 6, 2020. The Liquidation Analysis assumes approximately \$1,335.8 million in Prepetition Notes Claims Against Affiliate Debtors at the Liquidation Date. Notes recovery amounts may vary from other unsecured claim recovery due to the liquidation being performed on a legal entity basis and the location of each claim. The Liquidation Analysis further assumes the Liquidation Proceeds would be sufficient to satisfy approximately 19% of the Prepetition Notes Claims Against Affiliate Debtors.

R. General Unsecured Claims Against Affiliate Debtors

General Unsecured Claims Against Affiliate Debtors consist certain general unsecured prepetition liabilities not subject to first-day relief, claims attributed to the non-qualified deferred compensation plan, pre-petition lease rejection claims, and various other unsecured liabilities, excluding the Notes. The actual amount of General Unsecured Claims Against Affiliate Debtors could vary materially from these estimates. No order has been entered by the Bankruptcy Court estimating or otherwise fixing the amount of General Unsecured Claims Against Affiliate Debtors

at the Debtors. The Liquidation Analysis assumes approximately \$53.3 million in General Unsecured Claims Against Affiliate Debtors at the Liquidation Date. The Liquidation Analysis further assumes the Liquidation Proceeds would be sufficient to satisfy approximately 3% of the General Unsecured Claims Against Affiliate Debtors.

S. Intercompany Claims

Intercompany Claims consist of amounts owed by and between the Debtors and/or non-Debtor Affiliates for pre-petition intercompany activity. The Liquidation Analysis further assumes there would be no recovery on these Claims. See Value Redistribution section above for further detail on recoverability of amounts owed by the non-debtors to the Debtors.

T. Equity Interests

Equity Interests consist of common Equity Interests in the Debtors. The Liquidation Analysis assumes there would be no recovery on these Equity Interests.

## STANDALONE LIQUIDATION ANALYSIS OF SUPERIOR ENERGY SERVICES, INC.

The below tables reflects the standalone liquidation analysis of Superior Energy Services, Inc.

**Superior Energy Services, Inc**

(\$ in Millions)

Assets	9/30/20 Net Book Value	Adjustments / Activity	1/31/21 Pro Forma Value	Potential Recovery					
				Recovery Estimate %			Recovery Estimate \$		
				Low	Midpoint	High	Low	Midpoint	High
<b>Gross Liquidation Proceeds:</b>									
Restricted Cash	-	-	-	0%	0%	0%	-	-	-
Cash	1.9	(1.4)	0.5	100%	100%	100%	0.5	0.5	0.5
Accounts Receivable	-	-	-	0%	0%	0%	-	-	-
Inventory	-	-	-	0%	0%	0%	-	-	-
Land, Buildings, & Oil and gas properties	-	-	-	0%	0%	0%	-	-	-
Machinery & Equipment	-	-	-	0%	0%	0%	-	-	-
Other Assets	-	-	-	0%	0%	0%	-	-	-
<b>Total Assets</b>	<b>1.9</b>	<b>(1.4)</b>	<b>0.5</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>0.5</b>	<b>0.5</b>	<b>0.5</b>
<b>Less: Liquidation Adjustments</b>				<b>Rates</b>					
				<b>Low</b>	<b>Midpoint</b>	<b>High</b>			
Liquidation / Wind-down Costs							(0.0)	(0.0)	-
Ch. 7 Professional Fees				3.0%	2.5%	2.0%	(0.0)	(0.0)	(0.0)
Ch. 7 Trustee Fees							(0.0)	(0.0)	(0.0)
Total Liquidation Adjustments							(0.0)	(0.0)	(0.0)
<b>Net Liquidation Proceeds from External Assets</b>	<b>1.9</b>	<b>(1.4)</b>	<b>0.5</b>	<b>94%</b>	<b>96%</b>	<b>98%</b>	<b>0.4</b>	<b>0.4</b>	<b>0.4</b>
<b>Value Redistribution:</b>									
Intercompany Receivables	-	-	-	0%	0%	0%	-	-	-
Investment in Affiliates/Subsidiaries	124.3	-	124.3	0%	0%	0%	-	-	-
<b>Total Value Redistribution</b>	<b>124.3</b>	<b>-</b>	<b>124.3</b>				<b>-</b>	<b>-</b>	<b>-</b>
<b>Net Liquidation Proceeds Available for Distribution</b>	<b>126.1</b>	<b>(1.4)</b>	<b>124.7</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0.4</b>	<b>0.4</b>	<b>0.4</b>

(\$ in Millions)

	Claims			% Recovery			\$ Recovery		
	Low	Midpoint	High	Low	Midpoint	High	Low	Midpoint	High
<b>Net Liquidation Proceeds Available for Distribution to Creditors</b>							0.4	0.4	0.4
DIP Superpriority Claims <sup>(1)</sup>	61.7	61.7	61.7	1%	1%	1%	0.4	0.4	0.4
<b>Less: Super Priority Claims</b>	<b>61.7</b>	<b>61.7</b>	<b>61.7</b>	<b>1%</b>	<b>1%</b>	<b>1%</b>	<b>0.4</b>	<b>0.4</b>	<b>0.4</b>
Remaining Amount Available for Distribution							-	-	-
Secured Tax Claims	0.6	0.6	0.6	0%	0%	0%	-	-	-
<b>Less: Total Secured Tax Claims</b>	<b>0.6</b>	<b>0.6</b>	<b>0.6</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>-</b>	<b>-</b>	<b>-</b>
Remaining Amount Available for Distribution							-	-	-
Other Priority/Secured Claims	-	-	-	0%	0%	0%	-	-	-
<b>Less: Total Other Priority/Secured Claims</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>-</b>	<b>-</b>	<b>-</b>
Remaining Amount Available for Distribution							-	-	-
Prepetition Credit Agreement Claims	-	-	-	0%	0%	0%	-	-	-
<b>Less: Total Prepetition Credit Agreement Claims</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>-</b>	<b>-</b>	<b>-</b>
Remaining Amount Available for Distribution							-	-	-
Administrative Claims	-	-	-	0%	0%	0%	-	-	-
<b>Less: Total Chapter 11 Administrative Claims</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>-</b>	<b>-</b>	<b>-</b>
Remaining Amount Available for Distribution							-	-	-
Prepetition Notes Claims Against Parent	1,335.8	1,335.8	1,335.8	0%	0%	0%	-	-	-
<b>Less: Total Prepetition Notes Claims Against Parent</b>	<b>1,335.8</b>	<b>1,335.8</b>	<b>1,335.8</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>-</b>	<b>-</b>	<b>-</b>
Remaining Amount Available for Distribution							-	-	-
Performance Guarantee Claims	Undetermined			0%	0%	0%	-	-	-
Other General Unsecured Claims	0.1	0.1	0.1	0%	0%	0%	-	-	-
<b>Less: Total Other General Unsecured Claims</b>	<b>0.1</b>	<b>0.1</b>	<b>0.1</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>-</b>	<b>-</b>	<b>-</b>
Remaining Amount Available for Distribution							-	-	-
Intercompany Payables	-	-	-	0%	0%	0%	-	-	-
<b>Less: Total Intercompany Claims</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>-</b>	<b>-</b>	<b>-</b>
Remaining Amount Available for Distribution							-	-	-
Equity Interests	-	-	-	0%	0%	0%	-	-	-

(1) Superior Energy Services, Inc. is party to approximately \$22.7 million of letters of credit, which the Liquidation Analysis assumes would be drawn in a chapter 7 liquidation.

**Exhibit D**

Financial Projections

### **Financial Projections**

The Debtors believe that the Plan<sup>1</sup> meets the feasibility requirement set forth in section 1129(a)(11) of the Bankruptcy Code, as confirmation is not likely to be followed by liquidation or the need for further financial reorganization of the Debtors or any successor under the Plan. In connection with the planning and development of a plan of reorganization and for the purposes of determining whether such plan would satisfy this feasibility standard, the Debtors analyzed their ability to satisfy their financial obligations while maintaining sufficient liquidity and capital resources.

The Debtors do not, as a matter of course, publish their business plans or strategies, projections or anticipated financial position. Accordingly, the Debtors do not anticipate that they will, and disclaim any obligation to, furnish updated business plans or the Financial Projections to holders of Claims, Equity Interests or other parties in interest going forward, or to include such information in documents required to be filed with the SEC, if any, or otherwise make such information public, unless required to do so by the SEC or other regulatory bodies pursuant to the provisions of the Plan.

In connection with the Disclosure Statement, the Debtors' management team ("**Management**") prepared the Financial Projections for February through December in the year 2021 and the years 2022 through 2023 (the "**Projection Period**"). The Financial Projections were prepared by Management and are based on several assumptions made by Management with respect to the future performance of the Reorganized Debtors' operations.

The Debtors have prepared the Financial Projections based on information available to them, including information derived from public sources that have not been independently verified. No representation or warranty, expressed or implied, is provided in relation to fairness, accuracy, correctness, completeness, or reliability of the information, opinions, or conclusions expressed herein.

THESE FINANCIAL PROJECTIONS WERE NOT PREPARED WITH A VIEW TOWARD COMPLIANCE WITH PUBLISHED GUIDELINES OF THE SEC OR GUIDELINES ESTABLISHED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS FOR PREPARATION AND PRESENTATION OF PROSPECTIVE FINANCIAL INFORMATION.

ALTHOUGH MANAGEMENT HAS PREPARED THE FINANCIAL PROJECTIONS IN GOOD FAITH AND BELIEVES THE ASSUMPTIONS TO BE REASONABLE, IT IS IMPORTANT TO NOTE THAT NEITHER THE DEBTORS NOR THE REORGANIZED DEBTORS CAN PROVIDE ANY ASSURANCE THAT SUCH ASSUMPTIONS WILL BE REALIZED. AS DESCRIBED IN DETAIL IN THE DISCLOSURE STATEMENT, A VARIETY OF RISK FACTORS COULD AFFECT THE REORGANIZED DEBTORS' FINANCIAL RESULTS AND MUST BE CONSIDERED. ACCORDINGLY, THE

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<sup>1</sup> Capitalized terms used but not defined herein have the meanings ascribed to them in the Disclosure Statement, to which these Financial Projections are attached as Exhibit D or the Plan attached to the Disclosure Statement as Exhibit A.

FINANCIAL PROJECTIONS SHOULD BE REVIEWED IN CONJUNCTION WITH A REVIEW OF THE DISCLOSURE STATEMENT AND THE ASSUMPTIONS DESCRIBED HEREIN, INCLUDING ALL RELEVANT QUALIFICATIONS AND FOOTNOTES.

The Financial Projections contain certain forward-looking statements, all of which are based on various estimates and assumptions. Such forward looking statements are subject to inherent uncertainties and to a wide variety of significant business, economic, and competitive risks, including those summarized herein. When used in the Financial Projections, the words, “anticipate,” “believe,” “estimate,” “will,” “may,” “intend,” “expect,” and similar expressions should be generally identified as forward-looking statements. Although the Debtors believe that their plans, intentions, and expectations reflected in the forward-looking statements are reasonable, they cannot be sure that they will be achieved. These statements are only predictions and are not guarantees of future performance or results. Forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated by a forward-looking statement. All forward-looking statements attributable to the Debtors or Persons or Entities acting on their behalf are expressly qualified in their entirety by the cautionary statements set forth herein. Forward-looking statements speak only as of the date on which they are made. Except as required by law, the Debtors expressly disclaim any obligation to update any forward-looking statement, whether because of new information, future events, or otherwise.

The financial projections should be read in conjunction with the assumptions, qualifications, and explanations set forth in the Disclosure Statement and the Plan in their entirety as well as the notes and assumptions set forth below.

The Financial Projections are subject to inherent risks and uncertainties, most of which are difficult to predict and many of which are beyond Management’s control. Although Management believes these assumptions are reasonable under the circumstances, such assumptions are subject to significant uncertainties, including, but not limited to, (a) changes in capital spending on oilfield services in various end markets; (b) oil, natural gas, and other commodity pricing; (c) applicable laws and regulations; (d) interest rates and inflation; (e) business combinations among the Debtors’ competitors, suppliers and customers; (f) severe or unseasonable weather; and (g) availability and cost of steel, fuel and other raw materials. Additional information regarding these uncertainties are described in Article V of the Disclosure Statement. Should one or more of the risks or uncertainties referenced in the Disclosure Statement occur, or should underlying assumptions prove incorrect, actual results and plans could differ materially from those expressed in the Financial Projections. Further, new factors could cause actual results to differ materially from those described in the Financial Projections, and it is not possible to predict all such factors, or to the extent to which any such factor or combination of factors may cause actual results to differ from those contained in the Financial Projections. The Financial Projections herein are not, and must not be viewed as, a representation of fact, prediction or guaranty of the reorganized Debtors’ future performance.



## 1) General Assumptions

The Debtors and their indirect subsidiaries are oilfield services providers serving the drilling, completion, and production-related needs of oil and gas companies through a diversified portfolio of specialized oilfield services and equipment that are used throughout the economic life cycle of oil and gas wells. In particular, the Debtors manufacture, rent, and sell specialized equipment and tools for use with well drilling, completion, production, and workover activities, and offer fluid handling and well servicing rigs. The Debtors also provide coiled tubing services, electric line, slickline, and pressure control tools and services, as well as snubbing and hydraulic workover.

### A. Accounting Policies

The Financial Projections have been prepared using accounting policies that are materially consistent with those applied in the Company's historical financial statements. The Financial Projections do not reflect the formal implementation of reorganization accounting pursuant to FASB Accounting Standards Codification Topic 852, *Reorganizations* ("**ASC 852**"). Overall, the implementation of ASC 852 is not anticipated to have a material impact on the underlying economics of the Plan.

### B. Methodology

In developing the Financial Projections, Management reviewed current utilization and pricing of products and services by region and segment. Management evaluates customer activity in relevant markets and their capital spending outlook to assess revenue opportunities both from a call out work perspective and whether existing contracts are likely to be renewed. Depending on the service line, customer and location, contracts vary in their terms and provisions and many of the products and services in the onshore market are executed as call out work with limited or no longer term contract coverage.

### C. Market Forecast

The Financial Projections were prepared based on the level of spending in the energy industry, which is heavily influenced by the current and expected future prices of oil and natural gas. Changes in expenditures result in an increased or decreased demand for products and services. Rig activity is an indicator of the level of spending for the exploration and production of oil and natural gas reserves.

### D. Plan Consummation

The Financial Projections assume that the Plan will be consummated on or around January 31, 2021.

## 2) Assumptions with Respect to the Financial Projections

### A. Overview

The emergence liquidity was prepared utilizing the September 30, 2020 balance sheet and projected results of operations and cash flows over the period to the assumed emergence date of January 31, 2021.

### B. Working Capital

Working capital assumptions are based on movements in accounts receivable, accounts payable, and other accrued current assets and liabilities. Projected balances are based on the historical cash conversion cycle of the Company's specific business units. Prospective working capital assumptions were supplemented by Management as deemed appropriate.

### C. Capital Structure

The reorganized Company's estimated post-emergence capital structure is assumed to be effective beginning February 1, 2021 or shortly thereafter. The Financial Projections assume the following key assumptions at emergence:

- A first lien secured Exit ABL Facility maturing 2024, with \$120 million in commitments. The Exit ABL Facility will be subject to a borrowing base, and availability thereunder will be (a) the lesser of (i) the commitments and (ii) the borrowing base, less (b) the amount of loans and letters of credit outstanding thereunder. The Exit ABL Facility is assumed to have no loans drawn as of the effective date and to have certain letters of credit outstanding under the LC sub-facility, reducing the Company's availability by the total letter of credit exposure as of the Effective Date. As of the Effective Date, the Exit ABL Facility is expected to have a borrowing base of approximately \$86 million (excluding Eligible Cash as defined in the DIP Credit Agreement) which is expected to be \$84 million as of December 31, 2022. Loans under the Exit ABL Facility will bear cash interest at an annual rate of LIBOR plus 300 to 350 basis points, an unused commitment fee of 50 basis points, and fees on outstanding letters of credit at an annual rate of 300 to 350 basis points.

## 3) Assumptions with Respect to the Projected Income Statement

### A. Revenue

The Financial Projections include revenue generated from products and services. Higher or lower activity and productivity related to the changes in the rig count, well completion activity, well workover activity and the corresponding utilization and pricing for the Company's equipment are major factors in revenue generation.

### B. Operating Expenses

Operating expenses ("OpEx") are based on the Company's ability to manage the workforce, supply chain and business processes, information technology systems and

technological innovation and commercialization, including the impact of restructuring, and business enhancements. OpEx is projected based on historical operating costs and expected utilization of products and services.

### **C. General and Administrative Expenses**

General and administrative costs (“**G&A**”) are primarily comprised of labor costs, legal expenses, and other expenses associated with field and corporate overhead. Projected G&A is based primarily on historical G&A costs. G&A for the eleven month period from the Effective Date through December 2021 is projected to be approximately \$169 million increasing to \$188 million in 2022 and \$195 million in 2023 (4% increase).

### **D. Depreciation and Amortization**

Depreciation and amortization reflects the anticipated book expenses based on the carrying asset values.

### **E. Interest Expense**

Post-emergence interest expense is forecasted based on the Company’s pro forma capital structure as more fully described in the Capital Structure section included herein and the Plan and the exhibits thereto.

### **F. Cash Taxes**

Cash taxes are forecasted based on the projected earnings and tax rates by jurisdiction where the Company’s earnings are generated.

### **G. Capital Expenditures**

Forecasted capital expenditures were prepared with consideration for the needs of the Company’s fixed assets. Capital expenditures primarily relate to maintaining and continuing to invest in the Company’s worldwide drill pipe and rental equipment inventory, sustaining its other service asset fleets in proper working condition. Capital expenditures also include capitalized corporate expenditures, such as expenditures required to maintain the Company’s information technology equipment and software.

	2021				2021	2022	2023
	Q1F <sup>1</sup>	Q2F	Q3F	Q4F	11MF	FYF	FYF
Revenue	\$ 113.7	\$ 178.5	\$ 205.6	\$ 225.7	\$ 723.6	\$ 957.5	\$ 1,141.6
(-) COGS	(75.8)	(117.8)	(130.8)	(140.4)	(464.8)	(606.8)	(719.2)
<b>Gross Margin</b>	<b>\$ 37.9</b>	<b>\$ 60.7</b>	<b>\$ 74.9</b>	<b>\$ 85.3</b>	<b>\$ 258.8</b>	<b>\$ 350.7</b>	<b>\$ 422.5</b>
(-) G&A - Corporate	(11.2)	(16.8)	(15.7)	(16.9)	(60.6)	(71.0)	(71.0)
(-) G&A - Field	(19.8)	(29.9)	(29.8)	(29.1)	(108.6)	(117.3)	(124.3)
<b>Adjusted EBITDA</b>	<b>\$ 6.9</b>	<b>\$ 14.1</b>	<b>\$ 29.4</b>	<b>\$ 39.3</b>	<b>\$ 89.6</b>	<b>\$ 162.5</b>	<b>\$ 227.1</b>
(+) Stock Based Compensation	1.9	2.9	2.9	2.9	10.7	15.0	15.8
(+/-) Change in receivables	1.3	(6.4)	(17.0)	(17.4)	(39.5)	(18.5)	(29.0)
(+/-) Change in invt, prepaid, and other	7.7	3.9	(2.7)	(2.4)	6.5	(2.4)	(12.8)
(+/-) Change in payables	7.0	5.3	3.1	(1.7)	13.8	(2.2)	6.3
(+/-) Change in other working capital	12.1	0.7	1.5	2.0	16.2	2.8	2.3
(-) Capex	(10.2)	(12.4)	(11.9)	(11.8)	(46.3)	(71.3)	(102.3)
(-) Cash Taxes	(1.4)	(1.4)	(1.4)	(1.4)	(5.5)	(33.0)	(32.8)
<b>Unlevered Free Cash Flow</b>	<b>\$ 25.5</b>	<b>\$ 6.8</b>	<b>\$ 3.8</b>	<b>\$ 9.5</b>	<b>\$ 45.5</b>	<b>\$ 52.8</b>	<b>\$ 74.6</b>
(-) Cash interest, fees	(0.6)	(0.9)	(0.9)	(0.9)	(3.3)	(3.6)	(3.6)
(+) Asset sales	4.5	3.5	3.5	3.5	15.0	10.0	10.0
<b>Net Change in Cash</b>	<b>\$ 29.4</b>	<b>\$ 9.3</b>	<b>\$ 6.4</b>	<b>\$ 12.1</b>	<b>\$ 57.3</b>	<b>\$ 59.2</b>	<b>\$ 81.0</b>
Beginning Total Cash <sup>2 &amp; 3</sup>	188.3	217.7	227.0	233.4	188.3	245.5	304.7
<b>Ending Total Cash</b>	<b>\$ 217.7</b>	<b>\$ 227.0</b>	<b>\$ 233.4</b>	<b>\$ 245.5</b>	<b>\$ 245.5</b>	<b>\$ 304.7</b>	<b>\$ 385.7</b>

<sup>1</sup> Activity for February and March 2021.

<sup>2</sup> At 1/31/2021; LC cash collateralization requirement at emergence subject to availability on Exit ABL Facility.

<sup>3</sup> Beginning Total Cash as of the Effective Date includes approximately \$71 million of Non-Guarantor cash.

**Exhibit E**

Valuation Analysis

## Valuation Analysis<sup>1</sup>

### **Valuation Analysis of Reorganized Superior**

THE INFORMATION CONTAINED HEREIN IS NOT A PREDICTION OR GUARANTEE OF THE ACTUAL MARKET VALUE THAT MAY BE REALIZED THROUGH THE SALE OF ANY SECURITIES TO BE ISSUED PURSUANT TO THE PLAN. THE INFORMATION IS PRESENTED SOLELY FOR THE PURPOSE OF PROVIDING ADEQUATE INFORMATION AS REQUIRED BY SECTION 1125 OF THE BANKRUPTCY CODE TO ENABLE THE HOLDERS OF CLAIMS OR EQUITY INTERESTS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN TO MAKE AN INFORMED JUDGMENT ABOUT THE PLAN AND SHOULD NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSE, INCLUDING THE PURCHASE OR SALE OF CLAIMS AGAINST OR EQUITY INTERESTS IN THE DEBTORS OR ANY OF THEIR AFFILIATES.

#### **A. Estimated Valuation**

At the Debtors' request, Johnson Rice & Company L.L.C. ("**Johnson Rice**") performed a valuation analysis of the Reorganized Debtors.

Based upon and subject to the review and analysis described herein, and subject to the assumptions, limitations and qualifications described herein, Johnson Rice's opinion, as of 11/27/2020, is that the estimated going concern enterprise value of the Reorganized Debtors, as of an assumed Effective Date for purposes of Johnson Rice's valuation analysis of 1/31/2021 (the "**Assumed Effective Date**"), would be in a range between \$710 million and \$880 million. The midpoint of our enterprise valuation range is \$795 million.

Johnson Rice's opinion and analyses are necessarily based on economic, monetary, market, and other conditions as in effect on, and the information made available to Johnson Rice as of, the date of its analysis. It should be understood that, although subsequent developments may affect Johnson Rice's views, Johnson Rice does not have any obligation to update, revise, or reaffirm its estimate.

Johnson Rice's opinion and analysis are based on a number of assumptions, including, among other assumptions, that (i) the Debtors will be reorganized in accordance with the Plan which will be effective on the Assumed Effective Date, (ii) the Reorganized Debtors will achieve the results set forth in the management team's Financial Projections for 2021 through 2023 (the

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<sup>1</sup> Capitalized terms used but not defined herein have the meanings ascribed to them in the Disclosure Statement to which this Valuation Analysis is attached as Exhibit E or the Plan (as may be amended) attached to the Disclosure Statement as Exhibit A, as applicable.

**“Projection Period”**) provided to Johnson Rice by the Reorganized Debtors, (iii) the Reorganized Debtors’ capitalization and available cash will be as set forth in the Plan and the Disclosure Statement, and (iv) the Reorganized Debtors will be able to obtain all future financings, on the terms and at the times, necessary to achieve the results set forth in the Financial Projections. Johnson Rice makes no representation as to the achievability of such assumptions. In addition, Johnson Rice’s analysis assumes that there will be no material change in economic, monetary, market, and other conditions as in effect on, and the information made available to Johnson Rice, as of the Assumed Effective Date.

Johnson Rice’s opinion and analyses assume that the Financial Projections prepared by the Debtors’ management were reasonably prepared on a basis reflecting the best currently available estimates and judgments of the Debtors’ management as to the future financial and operating performance of the Reorganized Debtors. The future results of the Reorganized Debtors are dependent upon various factors, many of which are beyond the control or knowledge of the Debtors, and consequently are inherently difficult to project. The Reorganized Debtors’ actual future results may differ materially (positively or negatively) from the Financial Projections and, as a result, the actual enterprise value of the Reorganized Debtors may be materially higher or lower than the estimated range herein. Among other things, failure to consummate the Plan in a timely manner may have a materially negative impact on the enterprise value of the Reorganized Debtors.

The estimated enterprise value in this section represents a hypothetical enterprise value of the Reorganized Debtors as the continuing operators of the business and assets of the Debtors, after giving effect to the Plan, based on consideration of certain valuation methodologies as described below. The estimated enterprise value in this section does not purport to constitute an appraisal or necessarily reflect the actual market value that might be realized through a sale or liquidation of the Reorganized Debtors, their securities or their assets, which may be materially higher or lower than the estimated enterprise value range herein. The actual value of an operating business such as the Reorganized Debtors’ business is subject to uncertainties and contingencies that are difficult to predict and will fluctuate with changes in various factors affecting the financial condition and prospects of such a business.

In conducting the analysis, Johnson Rice, among other things: (i) reviewed certain publicly available business and financial information relating to the Reorganized Debtors that Johnson Rice deemed relevant; (ii) reviewed certain internal information relating to the business, earnings, cash flow, assets, liabilities, and prospects of the Reorganized Debtors, including the Financial Projections, furnished to Johnson Rice by the Debtors; (iii) conducted discussions with members of senior management and representatives of the Debtors concerning the matters described in clauses (i) and (ii) of this paragraph, as well as their views concerning the Debtors’ business prospects before giving effect to the Plan, and the Reorganized Debtors’ business and prospects after



giving effect to the Plan; (iv) reviewed publicly available financial and stock market data for certain other companies in lines of business that Johnson Rice deemed relevant; (v) reviewed publicly available financial data for certain transactions that Johnson Rice deemed relevant; (vi) reviewed the Plan; and (vii) conducted such other financial studies and analyses and took into account such other information as Johnson Rice deemed appropriate. In connection with its review, Johnson Rice did not assume any responsibility for independent verification of any of the information supplied to, discussed with, or reviewed by Johnson Rice and, with the consent of the Debtors, relied on such information being complete and accurate in all material respects. Johnson Rice did not make any independent evaluation or appraisal of any of the assets or liabilities (contingent, derivative, off-balance-sheet, tax-related or otherwise) of the Reorganized Debtors. Johnson Rice also assumed that the final form of the Plan does not differ in any respect material to its analysis from the final draft that Johnson Rice reviewed.

The estimated enterprise value herein does not constitute a recommendation to any Holder of a Claim or Equity Interest as to how such Holder of a Claim or Equity Interest should vote or otherwise act with respect to the Plan. Johnson Rice has not been asked to and does not express any view as to what the trading value of the Reorganized Debtors' securities would be when issued pursuant to the Plan or the prices at which they may trade in the future. The estimated enterprise value set forth herein does not constitute an opinion as to fairness from a financial point of view to any Holder of a Claim or Equity Interest of the consideration to be received by such Holder of a Claim or Equity Interest under the Plan or of the terms and provisions of the Plan.

## **B. Valuation Methodology**

In preparing the valuation, Johnson Rice performed a variety of financial analyses and considered a variety of factors. The following is a brief summary of the material financial analyses performed, which consisted of (a) a discounted cash flow analysis, (b) a selected publicly traded companies analysis, and (c) a selected transactions analysis.

### **(i) Discounted Cash Flow Analysis:**

The discounted cash flow ("**DCF**") analysis is an enterprise valuation methodology that estimates the value of an asset or business by calculating the present value of expected future cash flows to be generated by that asset or business plus a present value of the estimated terminal value of that asset or business. Johnson Rice's DCF analysis used the Financial Projections' estimated debt-free, after-tax free cash flows from the Assumed Effective Date through December 31, 2023. These cash flows were then discounted at a weighted average cost of capital ("**Discount Rate**") for the Reorganized Debtors (methodology behind discount rate described below). The Discount Rate reflects the estimated

blended rate of return that would be expected by debt and equity investors to invest in the Reorganized Debtors' respective businesses based on the Reorganized Debtors' target capital structure. The enterprise value was determined by calculating the present value of the Reorganized Debtors' unlevered after-tax free cash flows based on the Financial Projections plus an estimate for the value of the Reorganized Debtors beyond the Projection Period known as the terminal value. In determining the estimated terminal value of the Reorganized Debtors, Johnson Rice relied upon the terminal multiple method which estimates a range of values that the Reorganized Debtors will be valued at the end of the Projection Period based on applying a terminal multiple to final projection year EBITDA. Johnson Rice also considered the perpetuity growth method which estimates a range of values for the Reorganized Debtors at the end of the Projection Period. The range of multiples selected for the terminal multiple method was established using the median of daily historical EV/Forward EBITDA multiples for public companies that Johnson Rice deemed relevant from January 2018 through October 2020.

To determine the Discount Rate, Johnson Rice used the estimated cost of equity and the estimated cost of debt for the Reorganized Debtors, assuming a targeted, long-term, debt-to-total capitalization ratio (based on debt-to-capitalization ratios of the selected publicly traded companies and the proposed capital structure contemplated by the Plan initially and after giving effect to the projected financial performance of the Reorganized Debtors during the Projection Period). Johnson Rice calculated the cost of equity based on (i) the capital asset pricing model, which assumes that the expected equity return is a function of the risk-free rate, equity risk premium, and the correlation of the stock performance of the selected publicly traded companies to the return on the broader market. Johnson Rice did not make an independent assessment of the go-forward tax environment.

(ii) Selected Transaction Analysis

The selected transactions analysis is based on the implied enterprise values of companies and assets involved in publicly-disclosed merger and acquisition transactions for which the targets had operating and financial characteristics comparable in certain respects to the Reorganized Debtors. Under this methodology, the enterprise value of each such target is determined by an analysis of the consideration paid and the net debt assumed in the merger or acquisition transaction. The enterprise value and EBITDA of the acquired company is then compared to EBITDA for the Reorganized Debtors in order to determine an enterprise value multiple. Johnson Rice analyzed various merger and acquisition transactions that have occurred in the oilfield services industry deemed relevant by Johnson Rice. In this analysis, the enterprise value to EBITDA multiples were utilized to determine a range of implied enterprise value for the

Reorganized Debtors.

(iii) Selected Public Company Analysis

The selected publicly traded company analysis is based on the enterprise values of selected publicly traded oilfield services companies that have operating and financial characteristics comparable in certain respects to the Reorganized Debtors. For example, such characteristics may include similar size and scale of operations, services mix, operational capabilities and efficiencies, growth rates, and geographical exposure. Under this methodology, certain financial multiples that measure financial performance and value are calculated for each selected company and then applied to the Reorganized Debtors' financials to imply an enterprise value for the Reorganized Debtors. Johnson Rice used, among other measures, enterprise value (defined as market value of equity, plus market value of debt and book value of preferred stock and minority interests, less cash) for each selected company as a multiple of such company's EBITDA.

Although the selected companies were used for comparison purposes, no selected publicly traded company is either identical or directly comparable to the business of the Reorganized Debtors. Accordingly, Johnson Rice's comparison of selected publicly traded companies to the business of the Reorganized Debtors and analysis of the results of such comparisons was not purely mathematical, but instead involved considerations and judgments concerning differences in operating and financial characteristics and other factors that could affect the relative values of the selected publicly traded companies and the Reorganized Debtors. The selection of appropriate companies for this analysis is a matter of judgment and subject to limitations due to sample size and the public availability of meaningful market-based information.

**C. Valuation Considerations**

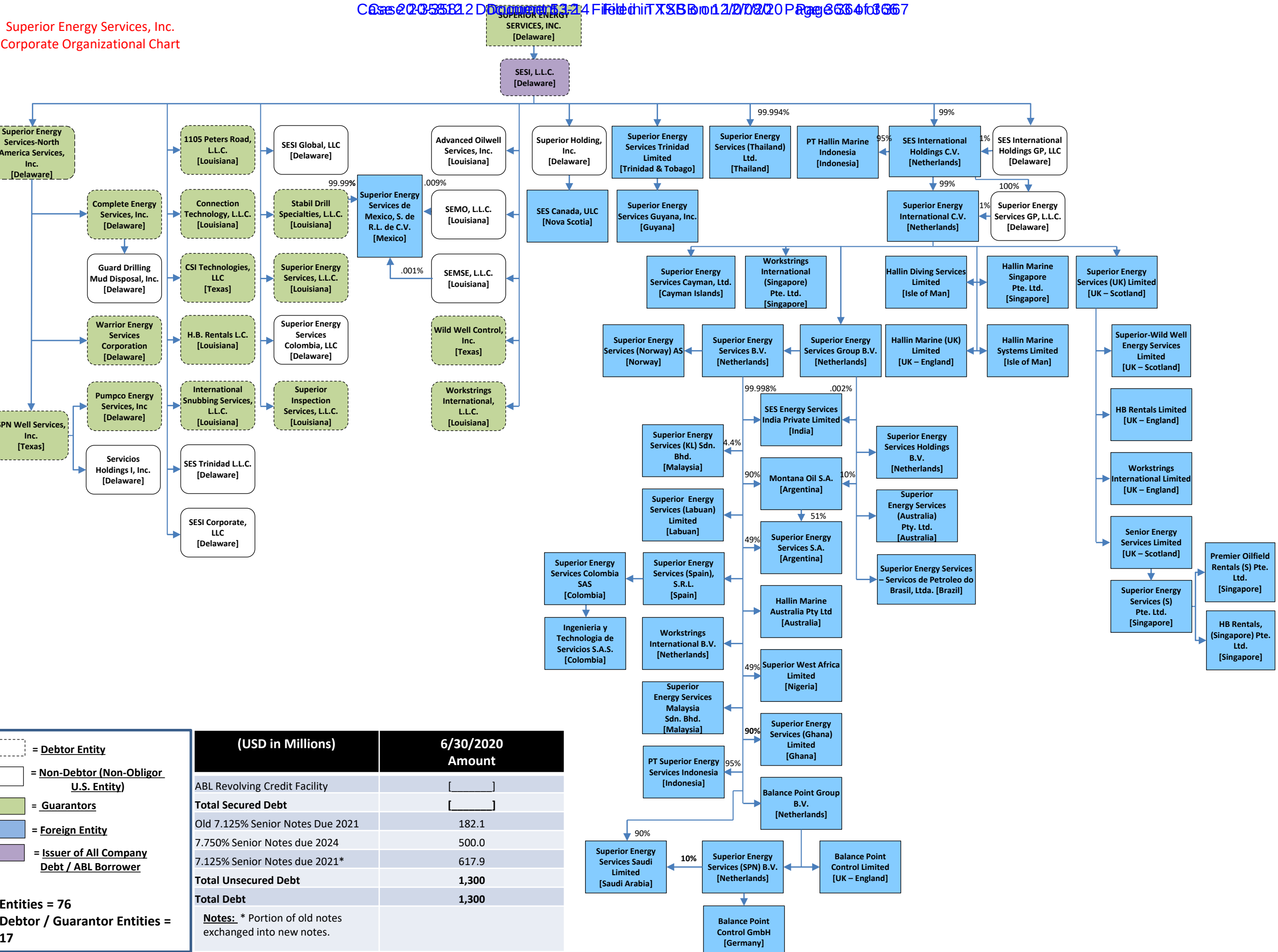
The estimated enterprise value in this section is not necessarily indicative of actual value, which may be significantly higher or lower than the ranges set forth herein. Accordingly, none of the Debtors, Johnson Rice, nor any other person assumes responsibility for the accuracy of such estimated enterprise value. Depending on the actual financial results of the Debtors or changes in the economy and the financial markets, the enterprise value of the Reorganized Debtors as of the Assumed Effective Date may differ from the estimated enterprise value set forth herein as of an Assumed Effective Date of 1/31/2021. In addition, the market prices, to the extent there is a market, of Reorganized Debtors' securities will depend upon, among other things, prevailing interest rates, conditions in the economy and the financial markets, the investment decisions of prepetition creditors receiving such securities under the Plan (some of whom may prefer to liquidate their investment rather than hold it on a long-term basis), and other factors that generally influence the prices of securities.

THE VALUATION INFORMATION CONTAINED HEREIN IS NOT  
A PREDICTION OR GUARANTEE OF THE ACTUAL MARKET VALUE  
THAT MAY BE REALIZED THROUGH THE SALE OF ANY SECURITIES  
TO BE ISSUED PURSUANT TO THE PLAN.

**Exhibit F**

Organizational Structure Chart

Superior Energy Services, Inc.  
Corporate Organizational Chart



**Exhibit G**

Guarantee Claims



**EXHIBIT G****LEGACY PARENT GUARANTEES<sup>1</sup>**

(Listed Alphabetically by Counterparty)

<b>Agreement</b>	<b>Agreement Date</b>	<b>Counterparty</b>	<b>Counterparty Notice Information</b>	<b>Guarantor</b>
Guarantee	December 15, 2004	Amerada Hess Corporation	Hess Corporation 1185 Avenue of the Americas, 40 <sup>th</sup> Floor New York, NY 10036 Attn: Legal Department	Superior Energy Services, Inc.
Parent Guaranty	February 13, 2004	Apache Corporation	Apache Corporation 2000 Post Oak Blvd, Suite 100 Houston, Texas 77056-4400 Attn: John J. Christmann, IV	Superior Energy Services, Inc.
Guaranty Agreement	July 23, 2004	BP America Production Company	BP America Production Company 501 WestLake Park Boulevard Houston, Texas Attn: Assistant General Counsel, Legal Group	Superior Energy Services, Inc.
Performance Guaranty	April 26, 2006, and amended on June 9, 2006	Devon Energy Production Company, L.P.	Devon Energy Production Company, L.P. 1500 Mid-America Tower 20 North Broadway Oklahoma City, Oklahoma 73102 Attention: Jeffrey A. Agosta, Vice President and Treasurer	Superior Energy Services, Inc.
Performance Guaranty	April 26, 2006	Explore Offshore LLC	Explore Offshore LLC 71683 Riverside Drive	Superior Energy Services, Inc.

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<sup>1</sup> The inclusion of a Legacy Parent Guarantee in this Exhibit G to the Disclosure Statement is not an admission by the Debtors that such Legacy Parent Guarantee is in full force and effect or legally binding, and nothing herein shall prejudice the Debtors' right, and the Debtors expressly reserve their right, to assert that any of the Legacy Parent Guarantees are no longer in full force and effect or legally binding.

Agreement	Agreement Date	Counterparty	Counterparty Notice Information	Guarantor
			Covington, Louisiana 70433 Attention: David McCubbin	
Performance Guaranty	April 26, 2006	Kerr-McGee Oil & Gas Corporation	Kerr-McGee Oil & Gas Corporation (Westport Resources Corporation) 16666 Northchase Houston, Texas 77060 Attention: Jim Bryan	Superior Energy Services, Inc.
Performance Guaranty Agreement	January 15, 2004	Marathon Oil Company	Marathon Oil Company 5555 San Felipe Houston, Texas 77056 Attention: L. R. Dartez	Superior Energy Services, Inc.
Third-Party Indemnity Agreement	December 18, 2003	Mineral Management Service of the United States Department of the Interior	[Mineral Management Service 1201 Elmwood Park Blvd. New Orleans, LA 70123 Attn: Carrol Williams]	Superior Energy Services, Inc.
Performance Guaranty	April 26, 2006	Murphy Exploration & Production Company-USA	Murphy Exploration & Production Company-USA 100 Asma Blvd., Suite 100 Lafayette, Louisiana 70508 Attention: Steve Jones	Superior Energy Services, Inc.
Performance Guaranty Agreement	December 18, 2003	Union Oil Company of California Pure Resources, L.P. Pure Partners, L.P.	Union Oil Company of California 14141 Southwest Freeway Sugar Land, Texas 77478 Attn: Jack Bayless, Land Manager	Superior Energy Services, Inc.

**Exhibit 15**

**Plan of Reorganization**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

-----	X	
In re:	:	Chapter 11
	:	
SUPERIOR ENERGY SERVICES, INC., <i>et al.</i> , <sup>1</sup>	:	Case No. 20-35812 (DRJ)
	:	
Debtors.	:	(Joint Administration Requested)
	:	
-----	X	

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**JOINT PREPACKAGED PLAN OF REORGANIZATION FOR  
SUPERIOR ENERGY SERVICES, INC. AND ITS AFFILIATE DEBTORS  
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

---

**HUNTON ANDREWS KURTH LLP**

Timothy A. (“Tad”) Davidson II (No. 24012503)  
Ashley L. Harper (No. 24065272)  
600 Travis Street, Suite 4200  
Houston, Texas 77002  
Telephone: (713) 220-4200  
Facsimile: (713) 220-4285

**LATHAM & WATKINS LLP**

George A. Davis (*pro hac vice* admission pending)  
Keith A. Simon (*pro hac vice* admission pending)  
George Klidonas (*pro hac vice* admission pending)  
885 Third Avenue  
New York, New York 10022  
Telephone: (212) 906-1200  
Facsimile: (212) 751-4864

*Proposed Counsel for the Debtors and Debtors-in-Possession*

Dated: December 7, 2020  
Houston, Texas

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Superior Energy Services, Inc. (9388), SESI, L.L.C. (4124), Superior Energy Services-North America Services, Inc. (5131), Complete Energy Services, Inc. (9295), Warrior Energy Services Corporation (9424), SPN Well Services, Inc. (2682), Pumpco Energy Services, Inc. (7310), 1105 Peters Road, L.L.C. (4198), Connection Technology, L.L.C. (4128), CSI Technologies, LLC (6936), H.B. Rentals, L.C. (7291), International Snubbing Services, L.L.C. (4134), Stabil Drill Specialties, L.L.C. (4138), Superior Energy Services, L.L.C. (4196), Superior Inspection Services, L.L.C. (4991), Wild Well Control, Inc. (3477), Workstrings International, L.L.C. (0390). The Debtors’ address is 1001 Louisiana Street, Suite 2900, Houston, Texas 77002.

NO CHAPTER 11 CASES HAVE BEEN COMMENCED AT THIS TIME. THIS PREPACKAGED PLAN OF REORGANIZATION, AND THE SOLICITATION MATERIALS ACCOMPANYING THIS PLAN, HAVE NOT BEEN APPROVED BY THE BANKRUPTCY COURT AS CONTAINING “ADEQUATE INFORMATION” WITHIN THE MEANING OF SECTION 1125(a) OF THE BANKRUPTCY CODE. IN THE EVENT THE CHAPTER 11 CASES ARE COMMENCED, THE DEBTORS EXPECT TO PROMPTLY SEEK AN ORDER OF THE BANKRUPTCY COURT (1) APPROVING THE SOLICITATION OF VOTES AS HAVING BEEN IN COMPLIANCE WITH SECTIONS 1126(b) AND 1125(g) OF THE BANKRUPTCY CODE; (2) APPROVING THE ADEQUACY OF THE DISCLOSURE STATEMENT; AND (3) CONFIRMING THE PLAN PURSUANT TO SECTION 1129 OF THE BANKRUPTCY CODE. THE DEBTORS RESERVE THE RIGHT TO CONSUMMATE THE RESTRUCTURING TRANSACTIONS WITHOUT COMMENCING ANY CHAPTER 11 CASES.

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**JOINT PREPACKAGED PLAN OF REORGANIZATION FOR  
SUPERIOR ENERGY SERVICES, INC. AND ITS AFFILIATE DEBTORS  
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

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The above-captioned debtors (each a “**Debtor**” and, collectively, the “**Debtors**”) jointly propose the following prepackaged chapter 11 plan of reorganization (this “**Plan**”) for the resolution of the outstanding Claims (as defined below) against, and Equity Interests (as defined below) in, each of the Debtors. Although proposed jointly for administrative purposes, this Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims against and Equity Interests in each Debtor pursuant to the Bankruptcy Code (as defined below). This Plan is not premised upon the substantive consolidation of the Debtors with respect to the Classes of Claims or Equity Interests set forth in the Plan. The Debtors are the proponents of this Plan within the meaning of section 1129 of the Bankruptcy Code. Reference is made to the Disclosure Statement (as such term is defined herein and distributed contemporaneously herewith) for a discussion of the Debtors’ history, business, results of operations, historical financial information, projections, a summary and analysis of this Plan, the treatment provided for herein and certain related matters. There also are other agreements and documents, which shall be filed with the Bankruptcy Court (as defined below), that are referenced in this Plan or the Disclosure Statement as Exhibits and Plan Schedules. All such Exhibits and Plan Schedules are incorporated into and are a part of this Plan as if set forth in full herein. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code, Bankruptcy Rule 3019 and the terms and conditions set forth in this Plan, the Debtors reserve the right to alter, amend, modify, revoke or withdraw this Plan prior to its substantial consummation.

**ARTICLE I.**

**RULES OF INTERPRETATION, COMPUTATION OF TIME AND DEFINED TERMS**

*A. Rules of Interpretation; Computation of Time*

For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender; (b) subject to the terms of the Restructuring Support Agreement, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced item shall be substantially in that form or substantially on those terms and conditions; (c) except as otherwise provided herein, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document shall mean as it may be amended, restated, modified or supplemented from time to time; (d) any reference to a Person or an Entity as a Holder of a Claim or an Equity Interest includes that Person’s or Entity’s respective successors and assigns; (e) unless otherwise specified, all references herein to “Articles,” “Sections,” “Exhibits” and “Plan Schedules” are references to Articles, Sections, Exhibits and Plan Schedules hereof or hereto; (f) unless otherwise stated, the words “herein,” “hereof,” “hereunder” and “hereto” refer to this Plan in its entirety rather than

to a particular portion of this Plan; (g) subject to the provisions of any contract, certificate of incorporation, by-law, instrument, release, indenture, or other agreement or document entered into in connection with this Plan and except as expressly provided in Article XII.D of this Plan, the rights and obligations arising pursuant to this Plan shall be governed by, and construed and enforced in accordance with the applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (h) except as otherwise specifically provided herein or the Restructuring Support Agreement, any provision in this Plan, the Exhibits and Plan Schedules hereto, and the Plan Supplement shall be in form and substance consistent in all respects with the Restructuring Support Agreement and subject to all consent and consultation rights of the parties thereto (as specified in the Restructuring Support Agreement) in all respects; (i) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (j) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply to this Plan; (k) references to a specific article, section, or subsection of any statute, rule, or regulation expressly referenced herein shall, unless otherwise specified, include any amendments to or successor provisions of such article, section, or subsection; (l) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (m) references to “shareholders,” “directors,” and/or “officers” shall also include “members” and/or “managers,” as applicable, as such terms are defined under the applicable state limited liability company laws; (n) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; and (o) the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words “without limitation.” Except as otherwise specifically provided in this Plan to the contrary, references in this Plan to “the Debtors” or to “the Reorganized Debtors” shall mean “the Debtors and the Reorganized Debtors,” as applicable, to the extent the context requires.

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to this Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

## **B. Defined Terms**

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form herein:

“*510(b) Equity Claim*” means any Claim subordinated pursuant to section 510(b) of the Bankruptcy Code.

“*Accredited Cash Opt-Out Noteholder*” means a Cash Opt-Out Noteholder who (a) is an “*accredited investor*” (within the meaning of Rule 501(a) under the Securities Act (as defined below)) or a “*qualified institutional buyer*” (within the meaning of Rule 144A of the Securities Act), and (b) holds at least \$1,000 in principal amount of Prepetition Notes.

“*Accrued Professional Compensation*” means, with respect to a particular Professional, an Administrative Claim of such Professional for compensation for services rendered or

reimbursement of costs, expenses or other charges incurred on or after the Petition Date and prior to and including the Effective Date.

*“Ad Hoc Noteholder Group”* means that certain ad hoc group of Holders of the Prepetition Notes represented by the Ad Hoc Noteholder Group Professionals.

*“Ad Hoc Noteholder Group Fees and Expenses”* means all unpaid reasonable and documented fees and out-of-pocket expenses of the Ad Hoc Noteholder Group Professionals incurred in connection with the Chapter 11 Cases or in furtherance of the Plan.

*“Ad Hoc Noteholder Group Professionals”* means, collectively, (a) Davis Polk & Wardwell LLP and Porter Hedges LLP, as legal counsel to the Ad Hoc Noteholder Group, (b) Evercore Group L.L.C., as financial advisor to the Ad Hoc Noteholder Group, and (c) any other advisors to the Ad Hoc Noteholder Group.

*“Administrative Claim”* means a Claim for costs and expenses of administration incurred during the Chapter 11 Cases that are Allowed under sections 503(b), 507(a)(2), 507(b) or 1114(e)(2) of the Bankruptcy Code, including, without limitation: (a) any actual and necessary costs and expenses incurred on or after the Petition Date and prior to and including the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) Professional Fee Claims and any other compensation for legal, financial, advisory, accounting, and other services and reimbursement of expenses Allowed by the Bankruptcy Court under sections 328, 330, 331 or 503(b) of the Bankruptcy Code to the extent incurred on or after the Petition Date and prior to and including the Effective Date; (c) all fees and charges assessed against the Estates under section 1930, chapter 123, of title 28, United States Code; (d) all requests for compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases Allowed pursuant to sections 503(b)(3), (4) and (5) of the Bankruptcy Code; and (e) the Cure Claim Amounts.

*“Affiliate”* means an “affiliate,” as defined in section 101(2) of the Bankruptcy Code; *provided*, that with respect to any Entity that is not a Debtor, the term “Affiliate” shall apply to such Entity as if such Entity were a Debtor.

*“Affiliate Debtor(s)”* means, individually or collectively, any Debtor or Debtors other than Parent.

*“Allowed”* means, with respect to a Claim or Equity Interest: (a) any Claim or Equity Interest as to which no objection to allowance has been interposed (either in the Bankruptcy Court or in the ordinary course of business) on or before the applicable time period fixed by applicable non-bankruptcy law or such other applicable period of limitation fixed by the Bankruptcy Code, the Bankruptcy Rules or the Bankruptcy Court, or as to which any objection has been determined by a Final Order, either before or after the Effective Date, to the extent such objection is determined in favor of the respective Holder; (b) any Claim or Equity Interest as to which the liability of the Debtors and the amount thereof are determined by a Final Order of a court of competent jurisdiction other than the Bankruptcy Court, either before or after the Effective Date; or (c) any Claim or Equity Interest expressly deemed Allowed by this Plan.

*“Amended/New Corporate Governance Documents”* means, as applicable, the amended and restated or new applicable corporate governance documents (including, without limitation, the bylaws, certificates of incorporation, LLC agreements, stockholders agreements, registration rights agreements and other governance documents, as applicable) of the Reorganized Debtors in substantially the form Filed with the Plan Supplement, which documents shall be acceptable to the Required Consenting Noteholders, in consultation with the Debtors, and consistent with the Restructuring Support Agreement.

*“Avoidance Actions”* means any and all actual or potential avoidance, recovery, subordination or similar actions or remedies that may be brought by and on behalf of the Debtors or their Estates under the Bankruptcy Code or applicable non-bankruptcy law, including, without limitation, actions or remedies arising under chapter 5 of the Bankruptcy Code or under similar local, state, federal or foreign statutes and common law, including fraudulent transfer, conveyance laws or similar laws.

*“Ballots”* means the ballots accompanying the Disclosure Statement upon which Holders of Impaired Claims entitled to vote shall, among other things, indicate their acceptance or rejection of this Plan in accordance with this Plan and the procedures governing the solicitation process, and which must be actually received by the Voting and Claims Agent on or before the Voting Deadline.

*“Bankruptcy Code”* means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time and as applicable to the Chapter 11 Cases.

*“Bankruptcy Court”* means the United States Bankruptcy Court for the Southern District of Texas, having jurisdiction over the Chapter 11 Cases and, to the extent of the withdrawal of any reference under section 157 of title 28 of the United States Code and/or the Order of the United States District Court for the Southern District of Texas pursuant to section 157(a) of title 28 of the United States Code, the United States District Court for the Southern District of Texas.

*“Bankruptcy Rules”* means the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, in each case as amended from time to time and as applicable to the Chapter 11 Cases.

*“Business Day”* means any day, other than a Saturday, Sunday or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

*“Cash”* means the legal tender of the United States of America or the equivalent thereof, including bank deposits, checks and cash equivalents, as applicable.

*“Cash Opt-Out Noteholder”* means a Holder of Prepetition Notes Claims that validly and timely elects on or before the Voting Deadline, in accordance with the instructions set forth on the Ballot provided to such Holder, to affirmatively opt-out of the Cash Payout and, in lieu of receiving its Pro Rata portion of the Cash Payout, (a) receive its Pro Rata portion of the New Common Stock and (b) become eligible to exercise its Subscription Rights, to the extent such Holder is an Accredited Cash Opt-Out Noteholder; *provided* that all Consenting Noteholders shall be Cash Opt-Out Noteholders.

“*Cash Payout*” means Cash in an aggregate amount equal to 2.00% of the principal due under the Prepetition Notes held by all Cash Payout Noteholders.

“*Cash Payout Noteholder*” means a Holder of Prepetition Notes Claims that is not a Cash Opt-Out Noteholder.

“*Causes of Action*” means any and all claims, causes of action (including Avoidance Actions), controversy, demands, right, lien, indemnity, guaranty, suit, loss, debt, damage, judgment, account, defense, remedy, power, privilege, proceeding, actions, suits, obligations, liabilities, cross-claims, counterclaims, offsets, or setoffs of any kind or character whatsoever, in each case whether known or unknown, contingent or non-contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, suspected or unsuspected, foreseen or unforeseen, direct or indirect, choate or inchoate, existing or hereafter arising, under statute, in contract, in tort, in law, or in equity, or pursuant to any other theory of law, federal or state, whether asserted or assertable directly or derivatively in law or equity or otherwise by way of claim, counterclaim, cross-claim, third party action, action for indemnity or contribution or otherwise, based in whole or in part upon any act or omission or other event occurring prior to the Petition Date or during the course of the Chapter 11 Cases, including through the Effective Date.

“*Chapter 11 Case(s)*” means (a) when used with reference to a particular Debtor, the case under chapter 11 of the Bankruptcy Code that shall be commenced by such Debtor in the Bankruptcy Court, and (b) when used with reference to all Debtors, the cases under chapter 11 of the Bankruptcy Code that shall be commenced by the Debtors in the Bankruptcy Court.

“*Claim*” means any “claim” (as defined in section 101(5) of the Bankruptcy Code) against any Debtor, whether or not assessed or Allowed.

“*Claims Register*” means the official register of Claims and Equity Interests maintained by the Voting and Claims Agent.

“*Class*” means a category of Holders of Claims or Equity Interests as set forth in Article III hereof pursuant to section 1122(a) of the Bankruptcy Code.

“*Collateral*” means any property or interest in property of the Debtors’ Estates that is subject to a valid and enforceable Lien to secure a Claim.

“*Committee*” means the official committee of unsecured creditors appointed in the Chapter 11 Cases, if any.

“*Confirmation*” means the occurrence of the Confirmation Date, subject to all conditions specified in Article IX of this Plan having been satisfied or waived pursuant to Article IX of this Plan.

“*Confirmation Date*” means the date on which the clerk of the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court in the Chapter 11 Cases.

“*Confirmation Hearing*” means the combined hearing held by the Bankruptcy Court pursuant to sections 105(d)(2)(B)(vi) and 1128 of the Bankruptcy Code and paragraph M of the



Procedures for Complex Cases in the Southern District of Texas to consider (a) final approval of the Disclosure Statement under sections 1125 and 1126(b) of the Bankruptcy Code and (b) confirmation of this Plan, as such hearing may be adjourned or continued from time to time with the consent of the Required Consenting Noteholders.

“*Confirmation Order*” means the order of the Bankruptcy Court (a) approving the Disclosure Statement on a final basis and (b) confirming this Plan pursuant to sections 1125, 1126(b) and 1129 of the Bankruptcy Code, which order shall be acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement.

“*Consenting Noteholders*” has the meaning set forth in the Restructuring Support Agreement.

“*Consummation*” means the occurrence of the Effective Date.

“*Cure Claim Amount*” has the meaning set forth in Article VI.B of this Plan.

“*D&O Liability Insurance Policies*” means all insurance policies (including, without limitation, the D&O Tail Policy, any general liability policies, any errors and omissions policies, and, in each case, any agreements, documents, or instruments related thereto) maintained by the Debtors as of the Effective Date for liabilities against any of the Debtors’ respective directors, managers, and officers.

“*D&O Tail Policy*” means the extension of any of the D&O Liability Insurance Policies for any period beyond the end of the policy period, and for claims based on conduct occurring prior to the Effective Date, including but not limited to that certain directors’ & officers’ liability insurance policy purchased by the Debtors on or about December 3, 2020.

“*Debtor Release*” has the meaning set forth in Article X.B hereof.

“*Debtor Releasing Parties*” has the meaning set forth in Article X.B hereof.

“*Delayed-Draw Term Loan Facility*” means that certain \$200,000,000 Delayed-Draw Term Loan Facility described in the Delayed-Draw Term Loan Commitment Letter.

“*Delayed-Draw Term Loan Commitment Letter*” means the commitment letter governing the Delayed-Draw Term Loan Facility and entered into by Parent and the Delayed-Draw Commitment Parties on September 30, 2020, as amended, supplemented or otherwise modified from time to time.

“*Delayed-Draw Commitment Parties*” means those Prepetition Noteholders that are parties to the Delayed-Draw Term Loan Commitment Letter and have agreed, pursuant to the Delayed-Draw Term Loan Commitment Letter, to provide the Delayed-Draw Term Loan Facility, each in its respective capacity as such.

“*DIP Agent*” means JPMorgan Chase Bank, N.A., or its duly appointed successor, in its capacity as administrative agent and collateral agent under the DIP Agreement.



“*DIP Agreement*” means that certain Senior Secured Debtor-In-Possession Credit Agreement, dated as of December [•], 2020, by and among the Debtors, the DIP Agent, and the DIP Lenders, as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof prior to the Effective Date.

“*DIP Contingent Obligations*” means all contingent obligations not due and payable under the DIP Documents on the Effective Date, including any and all indemnification and expense reimbursement obligations of the Debtors that are contingent as of the Effective Date.

“*DIP Documents*” means the “Loan Documents” as defined in the DIP Agreement, in each case as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof prior to the Effective Date.

“*DIP Facility Claims*” means any and all Claims arising from, under, or in connection with the DIP Agreement or any of the DIP Documents.

“*DIP Final Order*” means that certain *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection to Prepetition ABL Secured Parties, (V) Modifying Automatic Stay, and (VII) Granting Related Relief* entered by the Bankruptcy Court on [•], 2020 (Docket No. [•]), as amended, supplemented or modified from time to time.

“*DIP Interim Order*” means that certain *Interim Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection to Prepetition ABL Secured Parties, (V) Modifying Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* entered by the Bankruptcy Court on [•], 2020 (Docket No. [•]), as amended, supplemented or modified from time to time.

“*DIP Lenders*” means, collectively, the banks, financial, institutions, and other lenders party to the DIP Agreement from time to time, and each arranger, bookrunner, syndication agent, manager, and documentation agent party to the DIP Agreement from time to time.

“*DIP Liens*” means the Liens securing the payment of the DIP Super-Priority Claims.

“*DIP Orders*” means, collectively, the DIP Interim Order and the DIP Final Order.

“*DIP Required Lenders*” shall mean the “Required Lenders” as defined in the DIP Agreement.

“*DIP Super-Priority Claims*” means any and all Claims arising from, under, or in connection with the DIP Agreement or any other DIP Documents, including Claims for all principal amounts outstanding, interest, fees, expenses, costs, and other charges and all other “Obligations” as defined in the DIP Agreement.

“*Disclosure Statement*” means that certain *Disclosure Statement for the Joint Prepackaged Plan of Reorganization for Superior Energy Services, Inc. and its Affiliate Debtors under Chapter*

11 of the Bankruptcy Code, dated as of December 7, 2020 (as amended, supplemented, or modified from time to time and including all exhibits and schedules thereto and references therein that relate to this Plan and as approved by the Disclosure Statement Interim Order or Confirmation Order).

“*Disclosure Statement Interim Order*” means that certain Order (I) Conditionally Approving Disclosure Statement, (II) Scheduling Combined Hearing on (A) Adequacy Of Disclosure Statement and (B) Confirmation of Plan, (III) Establishing Deadline to Object to Disclosure Statement and Plan and Form of Notice Thereof, (IV) Approving Solicitation Procedures and Forms of Ballots and Notice of Non-Voting Status, (V) Conditionally Waiving Requirement of Filing Schedules and Statements and of Convening Section 341 Meeting of Creditors, and (IV) Granting Related Relief, entered by the Bankruptcy Court on [●], 2020 (Docket No. [●]), as amended, supplemented or modified from time to time, which, among other things, conditionally approves the Disclosure Statement, on an interim basis, and approves the Equity Rights Offering Procedures.

“*Disputed*” means any Claim or any portion thereof, that has not been Allowed, but has not been disallowed pursuant to this Plan or a Final Order of the Bankruptcy Court or other court of competent jurisdiction.

“*Distribution Agent*” means the Reorganized Debtors or any party designated by the Reorganized Debtors to serve as distribution agent under this Plan. For purposes of distributions under this Plan to the Holders of Allowed DIP Super-Priority Claims, Allowed Prepetition Credit Agreement Claims and Allowed Prepetition Notes Claims, the DIP Agent, the Prepetition Credit Agreement Agent, and the Prepetition Notes Indenture Trustee, respectively, shall be and shall act as the Distribution Agent.

“*Distribution Record Date*” means the date for determining which Holders of Claims and Equity Interests are eligible to receive distributions under this Plan, which date shall be the Effective Date or such other date acceptable to the Required Consenting Noteholders. The Distribution Record Date shall not apply to securities of the Debtors deposited with DTC, the holders of which shall receive a distribution in accordance with Article VII of this Plan and, as applicable, the customary procedures of DTC.

“*DTC*” means the Depository Trust Company.

“*Effective Date*” means the first Business Day on which the conditions specified in Article IX of this Plan have been satisfied or waived in accordance with the terms of Article IX.

“*Entity*” means an “entity” as defined in section 101(15) of the Bankruptcy Code.

“*Equity Interest*” means (a) any Equity Security or other ownership interest in any Debtor, including, without limitation, all issued, unissued, authorized or outstanding units, shares of stock and other ownership interests, together with (i) any options, warrants or contractual rights to purchase or acquire any such Equity Securities at any time with respect to any Debtor, and all rights arising with respect thereto and (ii) the rights of any Person or Entity to purchase or demand the issuance of any of the foregoing and shall include: (1) conversion, exchange, voting, participation, and dividend rights; (2) liquidation preferences; (3) options, warrants, and call and

put rights; (4) share-appreciation rights; and (5) all Unexercised Equity Interests, in each case, as in existence immediately prior to the Effective Date; and (b) any 510(b) Equity Claim, in each case, as in existence immediately prior to the Effective Date.

*“Equity Rights Offering”* means that certain offering of Subscription Rights exercisable solely by electing Accredited Cash Opt-Out Noteholders, to purchase the New Common Stock on a Pro Rata basis for up to an aggregate amount equal to the Equity Rights Offering Amount.

*“Equity Rights Offering Amount”* means an amount equal to the cash proceeds of the Equity Rights Offering, which amount shall not exceed the amount of the Cash Payout.

*“Equity Rights Offering Procedures”* means the procedures for the implementation of the Equity Rights Offering as approved in the Disclosure Statement Interim Order.

*“Equity Rights Offering Shares”* means the shares of New Common Stock issued pursuant to the Equity Rights Offering.

*“Equity Security”* means an “equity security” as defined in section 101(16) of the Bankruptcy Code.

*“Estate(s)”* means, individually, the estate of each of the Debtors and, collectively, the estates of all of the Debtors created under section 541 of the Bankruptcy Code.

*“Exchange Act”* means the Securities Exchange Act of 1934, 15 U.S.C. §§ 78a *et seq.*, as now in effect or hereafter amended, and any rules and regulations promulgated thereunder.

*“Excluded Parties”* means, collectively, (i) any director, officer, manager, or employee of the Debtors that did not serve in such capacity on or after the Restructuring Support Agreement Effective Date or (ii) any other entity named as a defendant in a pending suit by the Debtors.

*“Exculpated Parties”* means, collectively, in each case in their capacities as such:

- (a) the Debtors;
- (b) the Reorganized Debtors;
- (c) the Prepetition Credit Agreement Agent and the Prepetition Credit Agreement Lenders;
- (d) the DIP Agent;
- (e) the DIP Lenders;
- (f) the Prepetition Notes Indenture Trustee;
- (g) the Ad Hoc Noteholder Group and the members thereof;
- (h) the Consenting Noteholders;

- (i) the Delayed-Draw Commitment Parties;
- (j) the Distribution Agents;
- (k) each Exit Facility Agent;
- (l) the Exit Facility Lenders; and
- (m) with respect to each of the foregoing Persons and Entities in clauses (a) through (l), each such Person's and Entity's respective Related Persons, in each case solely in their capacity as such.

*"Exculpation"* means the exculpation provision set forth in Article X.E hereof.

*"Executory Contract"* means a contract to which any Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

*"Exhibit"* means an exhibit annexed to either this Plan or as an appendix to the Disclosure Statement (as such exhibits are amended, modified or otherwise supplemented from time to time).

*"Exit ABL Facility"* means a secured asset-based revolving credit facility, if any, entered into on the Effective Date in accordance with the Restructuring Documents and the Restructuring Support Agreement.

*"Exit DDTL Facility"* means a delayed-draw term loan facility up to \$200 million, if any, that may be provided by the Delayed-Draw Commitment Parties upon the terms and subject to the conditions of the Delayed-Draw Term Loan Commitment Letter and entered into on the Effective Date in accordance with the Restructuring Documents and the Delayed-Draw Term Loan Commitment Letter.

*"Exit Facility"* means any Exit ABL Facility and/or the Exit DDTL Facility, as applicable.

*"Exit Facility Agent"* means the administrative agent and collateral agent under any Exit Facility Credit Agreement, solely in its capacity as such.

*"Exit Facility Credit Agreement"* means each credit agreement in respect of the Exit Facility, in substantially the form as Filed, or consistent with a term sheet as Filed, with the Plan Supplement, the terms and conditions of which are acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement.

*"Exit Facility Lenders"* means the lenders under each Exit Facility Credit Agreement, solely in their respective capacities as such.

*"Exit Facility Loan Documents"* means each Exit Facility Credit Agreement and any other guarantee, security agreement, deed of trust, mortgage, and other documents (including UCC financing statements), contracts, and agreements entered into with respect to, or in connection with, the applicable Exit Facility Credit Agreement.

“*File*” or “*Filed*” or “*Filing*” means file, filed or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

“*Final Order*” means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the subject matter, as entered on the docket in any Chapter 11 Case or the docket of any court of competent jurisdiction, and as to which the time to appeal, or seek certiorari or move for a new trial, reargument, or rehearing has expired and no appeal or petition for certiorari or other proceedings for a new trial, reargument, or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be timely filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument, or rehearing shall have been denied, resulted in no stay pending appeal of such order, or has otherwise been dismissed with prejudice; provided, however, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order shall not preclude such order from being a Final Order.

“*General Unsecured Claim*” means any Claim that is not a/an: Administrative Claim; DIP Facility Claim; Professional Fee Claim; Priority Tax Claim; Secured Tax Claim; Other Priority Claim; Other Secured Claim; Intercompany Claim; Prepetition Debt Claim; or 510(b) Equity Claim.

“*Governmental Unit*” means a “governmental unit” as defined in section 101(27) of the Bankruptcy Code.

“*Holder*” means a Person or an Entity holding a Claim or Equity Interest, as the context requires.

“*Impaired*” means, when used in reference to a Claim or Equity Interest, a Claim or Equity Interest that is “impaired” within the meaning of section 1124 of the Bankruptcy Code.

“*Indemnification Provisions*” means, collectively, each of the provisions in place as of the Restructuring Support Agreement Effective Date (whether in bylaws, certificates of formation or incorporation, board resolutions, employment contracts or otherwise) whereby any Debtor agrees to indemnify, reimburse, provide contribution or advance fees and expenses to or for the benefit of, defend, exculpate, or limit the liability of, any Indemnified Party.

“*Indemnified Parties*” means each of the Debtors’ and their respective subsidiaries’ directors, officers, and managers in their respective capacities as such that served in such capacity on or after the Restructuring Support Agreement Effective Date and is not an Excluded Party.

“*Insurance and Surety Contracts*” means all insurance policies and all surety bonds and related agreements of indemnity that have been issued at any time to, or provide coverage to, any of the Debtors and all agreements, documents, or instruments relating thereto.

“*Intercompany Claim*” means any Claim against any of the Debtors held by another Debtor, other than an Administrative Claim.

*“Intercompany Equity Interest”* means direct and indirect Equity Interests in a Debtor (other than Parent) held by another Debtor.

*“Lien”* means a “lien” as defined in section 101(37) of the Bankruptcy Code, and, with respect to any property or asset, includes, without limitation, any mortgage, lien, pledge, charge, security interest or other encumbrance of any kind, or any other type of preferential arrangement that has the practical effect of creating a security interest, in respect of such property or asset.

*“Local Rules”* means the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Southern District of Texas.

*“New Board”* means the initial board of directors of Reorganized Parent to be put in place on and as of the Effective Date in accordance with the Restructuring Support Agreement. The members of the initial board of directors of Reorganized Parent, if known, shall be identified in the Plan Supplement.

*“New Common Stock”* means the new common stock of Reorganized Parent to be issued pursuant to this Plan and the Amended/New Corporate Governance Documents.

*“New Common Stock Pool”* means 100% of the New Common Stock issued and outstanding on the Effective Date. For the avoidance of doubt, from and after the Effective Date, the New Common Stock Pool shall be subject to dilution by the New MIP Equity.

*“New Management Incentive Plan”* has the meaning set forth in Article V.H of this Plan.

*“New MIP Equity”* means the New Common Stock or other equity interests issued from time to time pursuant to or in connection with the New Management Incentive Plan.

*“New Registration Rights Agreement”* means, if applicable, the registration rights agreement with respect to the New Common Stock, in substantially the form Filed with the Plan Supplement, which agreement shall contain terms and conditions which are acceptable to the Required Consenting Noteholders, in consultation with the Debtors.

*“New Stockholders Agreement”* means, if applicable, that certain stockholders agreement of Reorganized Parent, in substantially the form Filed with the Plan Supplement, which agreement shall contain terms and conditions acceptable to the Required Consenting Noteholders, in consultation with the Debtors.

*“Non-Debtor Releasing Parties”* means, collectively, in each case in their capacities as such:

- (a) the Prepetition Credit Agreement Agent and the Prepetition Credit Agreement Lenders;
- (b) the DIP Agent;
- (c) the DIP Lenders;



- (d) the Prepetition Notes Indenture Trustee;
- (e) the Ad Hoc Noteholder Group and the members thereof;
- (f) the Consenting Noteholders;
- (g) the Delayed-Draw Commitment Parties;
- (h) the Distribution Agents;
- (i) each Exit Facility Agent;
- (j) the Exit Facility Lenders;
- (k) those Holders of Claims presumed to accept this Plan that do not affirmatively opt out of the Third Party Release;
- (l) the Holders of Claims and Old Parent Interests that vote to accept this Plan;
- (m) the Releasing Old Parent Interestholders; and
- (n) the Prepetition Noteholders that are not Consenting Noteholders and do not affirmatively opt out of the Third Party Release.

“*Notice*” has the meaning set forth in Article XII.K of this Plan.

“*Notice of Non-Voting Status*” means that form of notice sent to Holders of Claims and Equity Interests in Classes 1-4, 8, 10 and 12 notifying them of, among other things, their non-voting status and providing them with the opportunity to opt out of the Third Party Releases.

“*Old Parent Interest*” means the Equity Interests in Parent, as in existence immediately prior to the Effective Date.

“*Other Priority Claim*” means any Claim accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim, an Administrative Claim or a DIP Facility Claim.

“*Other Secured Claim*” means any Secured Claim other than an Administrative Claim, Secured Tax Claim, DIP Facility Claim, or Prepetition Credit Agreement Claim.

“*Parent*” means Superior Energy Services, Inc., as a debtor-in-possession in these Chapter 11 Cases.

“*Parent GUC Recovery Cash Pool*” means Cash in the aggregate amount equal to \$125,000.

“*Parent Subsidiary*” means each direct and indirect, wholly-owned subsidiary of Parent.



“*Person*” means a “person” as defined in section 101(41) of the Bankruptcy Code and also includes any natural person, corporation, general or limited partnership, limited liability company, firm, trust, association, government, governmental agency or other Entity, whether acting in an individual, fiduciary or other capacity.

“*Petition Date*” means the date on which the Debtors commence the Chapter 11 Cases.

“*Plan*” means this *Joint Prepackaged Plan of Reorganization for Superior Energy Services, Inc. and its Affiliate Debtors under Chapter 11 of the Bankruptcy Code*, dated December 7, 2020, including the Exhibits and all supplements, appendices, and schedules thereto (including any appendices, exhibits, schedules, and supplements to this Plan that are contained in the Plan Supplement), either in its present form or as the same may be amended, supplemented, or modified from time to time.

“*Plan Objection Deadline*” means the date and time by which objections to Confirmation and Consummation of this Plan must be Filed with the Bankruptcy Court.

“*Plan Schedule*” means a schedule annexed to this Plan or an appendix to the Disclosure Statement (as amended, modified or otherwise supplemented from time to time).

“*Plan Securities*” has the meaning set forth in Article V.I of this Plan.

“*Plan Securities and Documents*” has the meaning set forth in Article V.I of this Plan.

“*Plan Supplement*” means, collectively, the compilation of term sheets, documents and forms of documents, and all exhibits, attachments, schedules, agreements, documents and instruments referred to therein, ancillary or otherwise, including, without limitation, the Exhibits and Plan Schedules, all of which are incorporated by reference into, and are an integral part of, this Plan, as all of the same may be amended, supplemented, or modified from time to time at any time prior to the Effective Date. The Plan Supplement shall be in form and substance reasonably acceptable to the Debtors and the Required Consenting Noteholders and shall be Filed initially with the Bankruptcy Court at least seven (7) days prior to the Confirmation Hearing.

“*Prepetition Credit Agreement*” means that certain Fifth Amended and Restated Credit Agreement, dated as of October 20, 2017, by and among SESI, L.L.C., as borrower, Parent, the Prepetition Credit Agreement Agent, and the Prepetition Credit Agreement Lenders, as amended, supplemented, or modified from time to time prior to the Petition Date.

“*Prepetition Credit Agreement Agent*” means JPMorgan Chase Bank, N.A., in its capacity as administrative agent under the Prepetition Credit Agreement.

“*Prepetition Credit Agreement Claims*” means any and all Claims arising from, under or in connection with the Prepetition Credit Agreement (including, without limitation, any and all “Rate Management Obligations,” “Specified Cash Management Obligations” and other “Obligations” as defined therein) or any other Prepetition Loan Document relating to the Prepetition Credit Agreement.

“*Prepetition Credit Agreement Lenders*” means the lenders party to the Prepetition Credit Agreement from time to time.

“*Prepetition Credit Agreement Liens*” means the Liens securing the Prepetition Credit Agreement Claims.

“*Prepetition Debt Claims*” means, collectively, the Prepetition Credit Agreement Claims and the Prepetition Notes Claims.

“*Prepetition Debt Documents*” means, collectively, the Prepetition Credit Agreement, the Prepetition Loan Documents, the Prepetition Notes and the Prepetition Notes Indentures.

“*Prepetition Loan Documents*” means the “Loan Documents” as defined in the Prepetition Credit Agreement, in each case as amended, supplemented, or modified from time to time prior to the Petition Date.

“*Prepetition Noteholders*” means, collectively, the record holders of and owners of beneficial interests in the Prepetition Notes.

“*Prepetition Notes*” means, collectively, those certain 7.125% senior unsecured notes due 2021 (the “**2021 Notes**”) and those certain 7.750% senior unsecured notes due 2024 (the “**2024 Notes**”) issued by SESI, L.L.C. pursuant to the applicable Prepetition Notes Indentures, in an aggregate principal amount of \$1.30 billion.

“*Prepetition Notes Claims*” means any and all Claims arising from, under, or in connection with the Prepetition Notes, the Prepetition Notes Indentures or any document or agreement related to the Prepetition Notes or the Prepetition Notes Indentures.

“*Prepetition Notes Indentures*” means, collectively, (a) that certain Indenture, dated as of December 6, 2011, by and among SESI, L.L.C., as issuer, each of the guarantors party thereto from time to time, the Prepetition Notes Indenture Trustee, and the Prepetition Noteholders party thereto from time to time, governing the issuance of the 2021 Notes, and (b) that certain Indenture, dated as of August 17, 2017, by and among SESI, L.L.C., as issuer, each of the guarantors party thereto from time to time, the Prepetition Notes Indenture Trustee, and the Prepetition Noteholders party thereto from time to time, governing the issuance of the 2024 Notes, in each case as amended, restated, modified, supplemented, or replaced from time to time prior to the Petition Date.

“*Prepetition Notes Indenture Trustee*” means The Bank of New York Mellon Trust Company, N.A., solely in its capacity as indenture trustee and in each other capacity for which it serves under or in connection with the Prepetition Notes Indentures; provided that if the context requires only certain of the foregoing capacities, then only in such capacity(ies).

“*Prepetition Notes Indenture Trustee Charging Lien*” means any Lien or other priority in payment arising prior to the Effective Date to which the Prepetition Notes Indenture Trustee is entitled, pursuant to the Prepetition Notes Indentures, against distributions to be made to Holders of Allowed Prepetition Notes Claims for payment of any Prepetition Notes Indenture Trustee Fees and Expenses.

*“Prepetition Notes Indenture Trustee Fees and Expenses”* means the reasonable and documented compensation, fees, expenses, disbursements and indemnity claims incurred by the Prepetition Notes Indenture Trustee, including without limitation, attorneys’ and agents’ fees, expenses and disbursements, incurred by the Prepetition Notes Indenture Trustee, whether prior to or after the Petition Date and whether prior to or after consummation of this Plan, in each case to the extent payable or reimbursable under the Prepetition Notes Indentures.

*“Priority Tax Claim”* means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

*“Pro Rata”* means the proportion that an Allowed Claim or Allowed Equity Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Equity Interests in such Class.

*“Professional”* means any Person or Entity retained by the Debtors or the Committee in the Chapter 11 Cases pursuant to section 327, 328, 363, and/or 1103 of the Bankruptcy Code (other than an ordinary course professional).

*“Professional Fee Claim”* means a Claim for Accrued Professional Compensation under sections 328, 330, 331, or 503 of the Bankruptcy Code.

*“Professional Fee Claim Reserve”* means the reserve established and maintained in an amount reasonably determined by the Reorganized Debtors, in consultation with the Required Consenting Noteholders, from Cash on hand existing immediately prior to the Effective Date to pay in full in Cash the Professional Fee Claims incurred on or prior to the Effective Date, as and when such claims become Allowed; provided, however, that the Required Consenting Noteholders shall have the right to challenge the reasonableness of any such amount.

*“Professional Fees Bar Date”* means the Business Day that is forty-five (45) days after the Effective Date or such other date as approved by Final Order of the Bankruptcy Court.

*“Regulation D”* means Regulation D promulgated under the Securities Act.

*“Regulation S”* means Regulation S promulgated under the Securities Act.

*“Related Persons”* means, with respect to any Person or Entity, such Person’s or Entity’s respective predecessors, successors, assigns and present and former Affiliates (whether by operation of law or otherwise) and subsidiaries, and each of their respective current and former officers, directors, principals, employees, shareholders, members (including *ex officio* members and managing members), managers, managed accounts or funds, management companies, fund advisors, advisory or subcommittee board members, partners, agents, financial advisors, attorneys, accountants, investment bankers, investment advisors, consultants, representatives, and other professionals, and any Person or Entity claiming by or through any of them, including such Related Persons’ respective heirs, executors, estates, servants, and nominees; provided, however, that no insurer of any Debtor shall constitute a Related Person.

*“Release”* means the release given by the Releasing Parties to the Released Parties as set forth in Article X.B hereof.

“*Released Party*” means, collectively:

- (a) the Debtors;
- (b) the Reorganized Debtors;
- (c) the Prepetition Credit Agreement Agent and the Prepetition Credit Agreement Lenders;
- (d) the DIP Agent;
- (e) the DIP Lenders;
- (f) the Prepetition Notes Indenture Trustee;
- (g) the Ad Hoc Noteholder Group and the members thereof in their capacities as such;
- (h) the Consenting Noteholders;
- (i) the Delayed-Draw Commitment Parties;
- (j) the Distribution Agents;
- (k) each Exit Facility Agent;
- (l) the Exit Facility Lenders;
- (m) the Releasing Old Parent Interestholders; and
- (n) with respect to each of the foregoing Persons and Entities in clauses (a) through (m), each such Person’s and Entity’s respective Related Persons, in each case solely in their capacity as such; provided, however, that the Released Parties shall not include any Excluded Parties.

“*Releasing Old Parent Interestholder*” means a Holder of an Old Parent Interest that does not affirmatively opt out of the Third Party Release, as provided on its Notice of Non-Voting Status.

“*Releasing Party*” has the meaning set forth in Article X.B hereof.

“*Reorganization Steps Overview*” means the description of the steps of the Restructuring Transactions, substantially in the form Filed with the Plan Supplement in form and substance reasonably acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement.

“*Reorganized Debtors*” means, subject to the Restructuring Transactions, the Debtors as reorganized pursuant to this Plan on or after the Effective Date, and their respective successors.

“*Reorganized Parent*” means, subject to the Restructuring Transactions, Superior Energy Services, Inc., as reorganized pursuant to this Plan on the Effective Date, and its successors.

“*Required Consenting Noteholders*” has the meaning set forth in the Restructuring Support Agreement.

“*Restructuring Documents*” means, collectively, the documents and agreements (and the exhibits, schedules, annexes and supplements thereto) necessary to implement, or entered into in connection with, this Plan, including, without limitation, the Plan Supplement, the Exhibits, the Plan Schedules, the Reorganization Steps Overview, the Equity Rights Offering Procedures, the Amended/New Corporate Governance Documents, the Exit Credit Agreements, and, in each case, all documents and agreements related thereto, all of which Restructuring Documents shall be in form and substance reasonably acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement.

“*Restructuring Support Agreement*” means that certain Amended and Restated Restructuring Support Agreement, dated as of December 4, 2020, by and among the Debtors and the Consenting Noteholders (as amended, supplemented or modified from time to time).

“*Restructuring Support Agreement Effective Date*” means September 29, 2020.

“*Restructuring Term Sheet*” means the term sheet attached as Exhibit A to the Restructuring Support Agreement.

“*Restructuring Transactions*” has the meaning ascribed thereto in Article V of this Plan.

“*Retained Litigation Claims*” means the claims, rights of action, suits or proceedings, whether in law, equity, or otherwise, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, that any Debtor or any Estate may hold against any Person or Entity, including, without limitation, the Causes of Action of the Debtors or their Estates, in each case solely to the extent of the Debtors’ or their Estates’ interest therein. A non-exclusive list of the Retained Litigation Claims held by the Debtors as of the Effective Date shall be Filed with the Plan Supplement, which shall be deemed to include any derivative actions filed against any Debtor as of the Effective Date.

“*Schedules*” means the schedules of assets and liabilities, schedules of Executory Contracts, and statement of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code and the applicable Bankruptcy Rules, as such Schedules may be amended, modified, or supplemented from time to time, if any such Schedules are required to be Filed by order of the Bankruptcy Court.

“*SEC*” means the U.S. Securities and Exchange Commission.

“*Secured Claim*” means a Claim that is secured by a Lien on property in which any of the Debtors’ Estates have an interest or that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the Claim holder’s interest in such Estate’s interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to

section 506(a) of the Bankruptcy Code or, in the case of setoff, pursuant to section 553 of the Bankruptcy Code.

“*Secured Tax Claim*” means any Secured Claim which, absent its secured status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code.

“*Securities Act*” means the Securities Act of 1933, 15 U.S.C. §§ 77c-77aa, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

“*Specified Employee Plans*” has the meaning set forth in Article VI.G of this Plan.

“*Stamp or Similar Tax*” means any stamp tax, recording tax, conveyance fee, intangible or similar tax, mortgage tax, personal or real property tax, real estate transfer tax, sales tax, use tax, transaction privilege tax (including, without limitation, such taxes on prime contracting and owner-builder sales), privilege taxes (including, without limitation, privilege taxes on construction contracting with regard to speculative builders and owner builders), and other similar taxes or fees imposed or assessed by any Governmental Unit.

“*Subscription Rights*” means the right to participate in the Equity Rights Offering as set forth in the Equity Rights Offering Procedures.

“*Third Party Release*” has the meaning set forth in Article X.B hereof.

“*Unexercised Equity Interests*” means any and all unexercised options, performance, stock units, restricted stock units, restricted stock awards, warrants, calls, rights, puts, awards, commitments, or any other agreements, arrangements, or commitments of any character, kind, or nature to acquire, exchange for, or convert into an Old Parent Interest, as in existence immediately prior to the Effective Date.

“*Unexpired Lease*” means a lease to which any Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

“*Unimpaired*” means, with respect to a Class of Claims or Equity Interests, a Claim or an Equity Interest that is “unimpaired” within the meaning of section 1124 of the Bankruptcy Code.

“*Unused Cash Reserve Amount*” means the remaining Cash, if any, in the Professional Fee Claim Reserve after all obligations and liabilities for which such reserve was established are paid, satisfied, and discharged in full in Cash or are disallowed by Final Order in accordance with this Plan.

“*Voting and Claims Agent*” means Kurtzman Carson Consultants LLC, in its capacity as solicitation, notice, claims and balloting agent for the Debtors.

“*Voting Classes*” means Classes 5, 6 and 7.

“*Voting Deadline*” means the date and time, as such date and time may be extended, by which all Ballots must be received by the Voting and Claims Agent in accordance with the Disclosure Statement Interim Order.



“*Voting Record Date*” means the date for determining which Holders of Claims in the Voting Classes are entitled, as applicable, to receive the Disclosure Statement and to vote to accept or reject this Plan, which date is December 3, 2020.

## ARTICLE II.

### ADMINISTRATIVE, DIP FACILITY, AND PRIORITY TAX CLAIMS

#### A. *Administrative Claims*

Subject to sub-paragraph 1 below, on the later of the Effective Date or the date on which an Administrative Claim becomes an Allowed Administrative Claim, or, in each such case, as soon as practicable thereafter, each Holder of an Allowed Administrative Claim (other than an Allowed Professional Fee Claim) shall receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim either (i) Cash equal to the amount of such Allowed Administrative Claim; or (ii) such other less favorable treatment as to which the Debtors (with the consent of the Required Consenting Noteholders) or Reorganized Debtors, as applicable, and the Holder of such Allowed Administrative Claim shall have agreed upon in writing; provided, however, that Administrative Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court.

##### 1. Professional Fee Claims

Professionals or other Entities asserting a Professional Fee Claim for services rendered before the Effective Date must File and serve on counsel to the Reorganized Debtors, counsel to the Ad Hoc Noteholder Group and such other Entities who are designated in the Confirmation Order an application for final allowance of such Professional Fee Claim no later than the Professional Fees Bar Date; provided that no application or notice to or order of the Bankruptcy Court shall be required in order for the Reorganized Debtors to pay Professionals for any work performed after the Effective Date, including those reasonable and documented fees and expenses incurred by Professionals in connection with the implementation and consummation of this Plan.

Objections to any Professional Fee Claim must be Filed and served on counsel to the Reorganized Debtors, counsel to the Ad Hoc Noteholder Group and the requesting party by no later than twenty-one (21) days after the Filing of the applicable final request for payment of the Professional Fee Claim. Each Holder of an Allowed Professional Fee Claim shall be paid in full in Cash by the Reorganized Debtors, first from the Professional Fee Claim Reserve, within five (5) Business Days after entry of the order approving such Allowed Professional Fee Claim. The Reorganized Debtors shall not commingle any funds contained in the Professional Fee Claim Reserve and shall use such funds to pay only the Professional Fee Claims, as and when allowed by order of the Bankruptcy Court. Notwithstanding anything to the contrary contained in this Plan, the failure of the Professional Fee Claim Reserve to satisfy in full the Professional Fee Claims shall not, in any way, operate or be construed as a cap or limitation on the amount of Professional Fee Claims due and payable by the Reorganized Debtors. The Professional Fee Claim Reserve shall be maintained in trust for the Professionals and shall not be considered property of the Debtors’ Estates; provided that the Reorganized Debtors shall have a reversionary interest in the



Unused Cash Reserve Amount. To the extent that funds held in the Professional Fee Claim Reserve do not or are unable to satisfy the full amount of the Allowed Professional Fee Claims, such Professionals shall have an Allowed Administrative Claim for any such deficiency, which shall be satisfied in full in Cash in accordance with Article II.A of this Plan.

*B. DIP Super-Priority Claims*

The DIP Super-Priority Claims shall be Allowed in the full amount due and owing under the DIP Documents, including all principal, accrued and accruing postpetition interest, costs, fees and expenses. On the Effective Date, the Allowed DIP Super-Priority Claims shall, in full satisfaction, settlement, discharge and release of, and in exchange for such the DIP Super-Priority Claims, be indefeasibly paid in full in Cash from the proceeds of each Exit Facility, and the DIP Liens shall be deemed discharged, released, and terminated for all purposes without further action of or by any Person or Entity, or shall be deemed by the Confirmation Order to continue so as to secure the Exit Facility, as the case may be; provided that the DIP Contingent Obligations shall survive the Effective Date on an unsecured basis and shall be paid by the Reorganized Debtors as and when due, provided further that any Allowed DIP Super-Priority Claims related to letters of credit issued and outstanding as of the Effective Date, or to cash management obligations or hedging obligations in existence on the Effective Date, may be deemed outstanding under the Exit ABL Facility or receive such other treatment as may be acceptable to the Debtors, the DIP Agent and the Required Consenting Noteholders.

*C. Priority Tax Claims*

Subject to Article VIII hereof, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Priority Tax Claim shall receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Priority Tax Claim, at the election of the Debtors or Reorganized Debtors, as applicable: (i) Cash equal to the amount of such Allowed Priority Tax Claim; (ii) such other less favorable treatment as to which the Debtors (with the consent of the Required Consenting Noteholders) or Reorganized Debtors, as applicable, and the Holder of such Allowed Priority Tax Claim have agreed upon in writing; (iii) such other treatment such that it shall not be Impaired pursuant to section 1124 of the Bankruptcy Code; or (iv) pursuant to and in accordance with sections 1129(a)(9)(C) and 1129(a)(9)(D) of the Bankruptcy Code, Cash in an aggregate amount of such Allowed Priority Tax Claim payable in regular installment payments over a period ending not more than five (5) years after the Petition Date, plus simple interest at the rate required by applicable non-bankruptcy law on any outstanding balance from the Effective Date, or such lesser rate as is agreed to in writing by a particular taxing authority and the Debtors or Reorganized Debtors, as applicable, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code; provided, however, that Priority Tax Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court. Any installment payments to be made under clause (iii) or (iv) above shall be made in equal quarterly Cash payments beginning on the Effective Date (or as soon as reasonably practicable thereafter), and continuing on a quarterly basis until payment in full of the applicable Allowed Priority Tax Claim.

### ARTICLE III.

#### CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS

##### A. Summary

This Plan constitutes a separate plan of reorganization for each Debtor. All Claims and Equity Interests, except Administrative Claims, DIP Super-Priority Claims, and Priority Tax Claims, are placed in the Classes set forth below. For all purposes under this Plan, each Class shall contain sub-Classes for each of the Debtors (*i.e.*, there shall be twelve (12) Classes for each Debtor); provided, that any Class that is vacant as to a particular Debtor shall be treated in accordance with Article III.D below.

The categories of Claims and Equity Interests listed below classify Claims and Equity Interests for all purposes, including, without limitation, for voting, confirmation and distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. This Plan deems a Claim or Equity Interest to be classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remaining portion of such Claim or Equity Interest qualifies within the description of such different Class. A Claim or Equity Interest is in a particular Class only to the extent that any such Claim or Equity Interest is Allowed in that Class and has not been paid, released, disallowed or otherwise settled prior to the Effective Date.

##### Summary of Classification and Treatment of Classified Claims and Equity Interests

<u>Class</u>	<u>Claim/Equity Interest</u>	<u>Status</u>	<u>Voting Rights</u>
1.	Other Priority Claims	Unimpaired	Presumed to Accept
2.	Other Secured Claims	Unimpaired	Presumed to Accept
3.	Secured Tax Claims	Unimpaired	Presumed to Accept
4.	Prepetition Credit Agreement Claims	Unimpaired	Presumed to Accept
5.	<b><i>Prepetition Notes Claims Against Parent</i></b>	<b><i>Impaired</i></b>	<b><i>Entitled to Vote</i></b>
6.	<b><i>General Unsecured Claims Against Parent</i></b>	<b><i>Impaired</i></b>	<b><i>Entitled to Vote</i></b>
7.	<b><i>Prepetition Notes Claims Against Affiliate Debtors</i></b>	<b><i>Impaired</i></b>	<b><i>Entitled to Vote</i></b>
8.	General Unsecured Claims Against Affiliate Debtors	Unimpaired	Presumed to Accept

Class	Claim/Equity Interest	Status	Voting Rights
9.	Intercompany Claims	Unimpaired	Presumed to Accept
10.	Old Parent Interests	Impaired	Deemed to Reject
11.	Intercompany Equity Interests	Unimpaired	Presumed to Accept
12.	510(b) Equity Claims	Impaired	Deemed to Reject

*B. Classification and Treatment of Claims and Equity Interests*

1. Class 1 - Other Priority Claims

- (a) *Classification:* Class 1 consists of the Other Priority Claims.
- (b) *Treatment:* Subject to Article VIII hereof, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Class 1 Claim shall receive in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 1 Claim, at the election of the Debtors or Reorganized Debtors, as applicable (with the consent of the Required Consenting Noteholders): (A) Cash equal to the amount of such Allowed Class 1 Claim; (B) such other less favorable treatment as to which the Debtors or Reorganized Debtors, as applicable, and the Holder of such Allowed Class 1 Claim shall have agreed upon in writing; or (C) such other treatment such that it shall not be impaired pursuant to section 1124 of the Bankruptcy Code; provided, however, that Class 1 Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with the terms and conditions of any agreements relating thereto without further notice to or order of the Bankruptcy Court.
- (c) *Voting:* Class 1 is an Unimpaired Class, and the Holders of Claims in Class 1 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 1 are not entitled to vote to accept or reject this Plan. Holders of Claims in Class 1 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting-out of the Third Party Releases.

2. Class 2 - Other Secured Claims

- (a) *Classification:* Class 2 consists of the Other Secured Claims. Class 2 consists of separate subclasses for each Other Secured Claim.

- (b) *Treatment:* Subject to Article VIII hereof, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Class 2 Claim shall receive in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 2 Claim, at the election of the Debtors or Reorganized Debtors, as applicable (with the consent of the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement): (A) Cash equal to the amount of such Allowed Class 2 Claim; (B) such other less favorable treatment as to which the Debtors or Reorganized Debtors, as applicable, and the Holder of such Allowed Class 2 Claim shall have agreed upon in writing; (C) the Collateral securing such Allowed Class 2 Claim; or (D) such other treatment such that it shall not be impaired pursuant to section 1124 of the Bankruptcy Code; provided, however, that Class 2 Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with the terms and conditions of any agreements relating thereto without further notice to or order of the Bankruptcy Court.
- (c) *Voting:* Class 2 is an Unimpaired Class, and the Holders of Claims in Class 2 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 2 are not entitled to vote to accept or reject this Plan. Holders of Claims in Class 2 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting-out of the Third Party Releases.

### 3. Class 3 - Secured Tax Claims

- (a) *Classification:* Class 3 consists of the Secured Tax Claims.
- (b) *Treatment:* Subject to Article VIII hereof, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Class 3 Claim shall receive in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 3 Claim, at the election of the Debtors or Reorganized Debtors, as applicable (with the consent of the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement): (A) Cash equal to the amount of such Allowed Class 3 Claim; (B) such other less favorable treatment as to which the Debtors or Reorganized Debtors, as applicable, and the Holder of such Allowed Class 3 Claim shall have agreed upon in writing; (C) the Collateral securing such Allowed Class 3 Claim; (D) such other treatment such that it shall not be impaired pursuant to section 1124 of the Bankruptcy Code; or (E) pursuant to and in accordance with sections 1129(a)(9)(C) and 1129(a)(9)(D) of the Bankruptcy Code, Cash in an aggregate amount of such Allowed Class 3 Claim payable in regular installment payments over a period ending not more than five (5) years after the Petition Date, plus simple interest at the rate required by applicable non-bankruptcy law on any

outstanding balance from the Effective Date, or such lesser rate as is agreed to in writing by a particular taxing authority and the Debtors or Reorganized Debtors, as applicable, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code; provided, however, that Class 3 Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court. Any installment payments to be made under clause (D) or (E) above shall be made in equal quarterly Cash payments beginning on the Effective Date (or as soon as reasonably practicable thereafter), and continuing on a quarterly basis until payment in full of the applicable Allowed Class 3 Claim.

- (c) *Voting:* Class 3 is an Unimpaired Class, and the Holders of Claims in Class 3 shall be conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Claims in Class 3 are not entitled to vote to accept or reject this Plan. Holders of Claims in Class 3 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases.

#### 4. Class 4 – Prepetition Credit Agreement Claims

- (a) *Classification:* Class 4 consists of the Prepetition Credit Agreement Claims.
- (b) *Allowance:* The Prepetition Credit Agreement Claims are deemed Allowed in the aggregate principal amount of \$47,357,275, plus accrued and unpaid interest thereon.
- (c) *Treatment:* On the Effective Date, the Allowed Prepetition Credit Agreement Claims, other than Prepetition Credit Agreement Claims related to any outstanding letters of credit, shall, in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Claims, be indefeasibly paid in full in Cash. To the extent any Prepetition Credit Agreement Claims related to letters of credit issued and outstanding, cash management obligations, or hedging obligations, in each case, as of the Effective Date under the Prepetition Credit Agreement, have not been deemed outstanding under the DIP Facility pursuant to the DIP Orders, such Claims shall in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Claims either be (i) in the case of Claims in respect of letters of credit, 105% cash collateralized, (ii) be deemed outstanding under the Exit ABL Facility, or (iii) receive such other treatment as may be acceptable to the Debtors, the Prepetition Credit Agreement Agent, the Issuing Lenders if applicable (as defined in the Prepetition Credit Agreement) and the Required Consenting Noteholders.

- (d) *Voting:* Class 4 is an Unimpaired Class, and the Holders of Claims in Class 4 shall be conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Claims in Class 4 are not entitled to vote to accept or reject this Plan. Holders of Claims in Class 4 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases

5. Class 5 – Prepetition Notes Claims Against Parent

- (a) *Classification:* Class 5 consists of the Prepetition Notes Claims against Parent only.
- (b) *Allowance:* The Prepetition Notes Claims against Parent are deemed Allowed in the aggregate principal amount of \$1.30 billion, plus accrued and unpaid interest thereon, consisting of:
  - (i) \$800 million in aggregate principal amount, plus accrued and unpaid interest on account of the 2021 Notes; and
  - (ii) \$500 million in aggregate principal amount, plus accrued and unpaid interest on account of the 2024 Notes.
- (c) *Treatment:* On, or as soon as reasonably practicable after, the Effective Date, each Holder of an Allowed Prepetition Notes Claim against Parent shall receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim, its Pro Rata share (calculated together with the Claims in Class 6) of the Parent GUC Recovery Cash Pool; *provided* that the Holders of the Prepetition Notes Claims against Parent shall waive any distribution from the Parent GUC Recovery Cash Pool.
- (d) *Voting:* Class 5 is Impaired, and Holders of Claims in Class 5 are entitled to vote to accept or reject this Plan.

***The foregoing is offered to Class 5 solely for settlement purposes under Rule 408 of the Federal Rules of Evidence and analogous state law, and such settlement is conditioned on the Bankruptcy Court confirming this Plan and the occurrence of the Effective Date.***

6. Class 6 – General Unsecured Claims Against Parent

- (a) *Classification:* Class 6 consists of the General Unsecured Claims against Parent only.
- (b) *Treatment:* Subject to Article VIII hereof, on, or as soon as reasonably practicable after, the Effective Date, each Holder of an Allowed General Unsecured Claim against Parent shall receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim, its Pro Rata share (calculated together with the Claims in Class 5) of the Parent GUC Recovery Cash Pool.



- (c) *Voting:* Class 6 is Impaired, and Holders of Claims in Class 6 are entitled to vote to accept or reject this Plan.

***The foregoing is offered to Class 6 solely for settlement purposes under Rule 408 of the Federal Rules of Evidence and analogous state law, and such settlement is conditioned on the Bankruptcy Court confirming this Plan and the occurrence of the Effective Date.***

7. Class 7 - Prepetition Notes Claims Against Affiliate Debtors

- (a) *Classification:* Class 7 consists of the Prepetition Notes Claims against any Affiliate Debtor.
- (b) *Allowance:* The Prepetition Notes Claims against any Affiliate Debtor are deemed Allowed in the aggregate principal amount of \$1.30 billion, plus accrued and unpaid interest thereon, consisting of:
- (i) \$800 million in aggregate principal amount, plus accrued and unpaid interest on account of the 2021 Notes; and
  - (ii) \$500 million in aggregate principal amount, plus accrued and unpaid interest on account of the 2024 Notes.
- (c) *Treatment:* On the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Prepetition Notes Claim against any Affiliate Debtor shall receive, in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Claim, its Pro Rata share of:
- (i) the Cash Payout, or
  - (ii) solely to the extent that such Holder timely and validly elects to be a Cash Opt-Out Noteholder on the Ballot provided to such Holder or is otherwise deemed to be a Cash Opt-Out Noteholder, (A) 100% of the New Common Stock Pool, subject to dilution from and after the Effective Date on account of the New MIP Equity, and (B), to the extent such Holder is an Accredited Cash Opt-Out Noteholder, Subscription Rights.

In order to opt out of the Cash Payout with respect to all or any portion of its Allowed Prepetition Notes Claim, such applicable Prepetition Noteholder will be required to tender the underlying Prepetition Notes into a contra-CUSIP pursuant to DTC's ATOP procedures at the time such Holder submits its Ballot, and Prepetition Notes that are tendered into the contra-CUSIP may no longer be transferable.

Notwithstanding anything to the contrary herein, the Cash Payout is contingent upon the consummation of the Equity Rights Offering, and in the event that the Equity Rights Offering is not consummated, no Cash



Payout will be distributed to any Holder of an Allowed Prepetition Notes Claim and each Holder of Allowed Prepetition Notes Claims shall receive the distribution set forth in subsection (ii) above, regardless of whether such Holder timely and validly elected to be a Cash Opt-Out Noteholder.

*Voting:* Class 7 is Impaired, and Holders of Claims in Class 7 are entitled to vote to accept or reject this Plan.

8. Class 8 – General Unsecured Claims Against Affiliate Debtors

- (a) *Classification:* Class 8 consists of the General Unsecured Claims against any Affiliate Debtor.
- (b) *Treatment:* The legal, equitable, and contractual rights of the holders of General Unsecured Claims against any Affiliate Debtor are unaltered by this Plan. Except to the extent that a holder of a General Unsecured Claim against any Affiliate Debtor agrees to a different treatment, on and after the Effective Date, the Debtors shall continue to pay (if Allowed) or dispute each General Unsecured Claim against any Affiliate Debtor in the ordinary course of business in accordance with applicable law.
- (c) *Voting:* Class 8 is an Unimpaired Class, and the Holders of Claims in Class 8 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 8 are not entitled to vote to accept or reject this Plan. Holders of Claims in Class 8 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases.

9. Class 9 – Intercompany Claims

- (a) *Classification:* Class 9 consists of the Intercompany Claims.
- (b) *Treatment:* Subject to the Restructuring Transactions, the Intercompany Claims shall be adjusted, reinstated, compromised, or cancelled in such manner as is acceptable to the Required Consenting Noteholders, in consultation with the Debtors.
- (c) *Voting:* Class 9 is an Unimpaired Class and the Holders of Claims in Class 9 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 9 are not entitled to vote to accept or reject this Plan.

#### 10. Class 10 – Old Parent Interests

- (a) *Classification:* Class 10 consists of the Old Parent Interests.
- (b) *Treatment:* The Old Parent Interests shall be discharged and terminated on and as of the Effective Date without any distribution or retaining any property on account of such Equity Interests.
- (c) *Voting:* Class 10 is an Impaired Class and the Holders of Old Parent Interests in Class 10 are conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, the Holders of Old Parent Interests in Class 10 are not entitled to vote to accept or reject this Plan. Holders of Old Parent Interests in Class 10 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases.

#### 11. Class 11 – Intercompany Equity Interests

- (a) *Classification:* Class 11 consists of Intercompany Equity Interests.
- (b) *Treatment:* Subject to the Restructuring Transactions, the Intercompany Equity Interests shall remain effective and outstanding on the Effective Date and shall be owned and held by the same applicable Person or Entity that held and/or owned such Intercompany Equity Interests immediately prior to the Effective Date.
- (c) *Voting:* Class 11 is an Unimpaired Class and the Holders of Equity Interests in Class 11 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Equity Interests in Class 11 are not entitled to vote to accept or reject this Plan.

#### 12. Class 12 – 510(b) Equity Claims

- (a) *Classification:* Class 12 consists of the 510(b) Equity Claims.
- (b) *Treatment:* The 510(b) Equity Claims shall be discharged and terminated on and as of the Effective Date without any distribution or retaining any property on account of such Claims.
- (c) *Voting:* Class 12 is an Impaired Class and the Holders of Claims in Class 12 are conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 12 are not entitled to vote to accept or reject this Plan. Holders of Claims in Class 12 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases.

#### C. *Special Provision Governing Unimpaired Claims*

Except as otherwise provided herein, nothing under this Plan shall affect or limit the Debtors' or the Reorganized Debtors' rights and defenses (whether legal or equitable) in respect of any Unimpaired Claims, including, without limitation, all rights in respect of legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claims.

*D. Elimination of Vacant Classes*

Any Class of Claims that is not occupied as of the commencement of the Confirmation Hearing by an Allowed Claim or a claim temporarily allowed under Bankruptcy Rule 3018, or as to which no vote is cast, shall be deemed eliminated from this Plan for purposes of voting to accept or reject this Plan and for purposes of determining acceptance or rejection of this Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

**ARTICLE IV.**

**ACCEPTANCE OR REJECTION OF THE PLAN**

*A. Presumed Acceptance of Plan*

Classes 1-4, 8, 9 and 11 are Unimpaired under this Plan. Therefore, the Holders of Claims or Equity Interests in such Classes are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code and are not entitled to vote to accept or reject this Plan.

*B. Deemed Rejection of Plan*

Classes 10 and 12 are Impaired and Holders of Old Parent Interests and 510(b) Equity Claims in Classes 10 and 12, respectively, are not entitled to receive or retain any property under this Plan. Accordingly, under section 1126(g) of the Bankruptcy Code, the votes of Holders of Old Parent Interests and 510(b) Equity Claims shall not be solicited, and such Holders are deemed to reject this Plan.

*C. Voting Classes*

Classes 5, 6, and 7 are Impaired and entitled to vote under this Plan. The Holders of Claims in Classes 5, 6 and 7 as of the Voting Record Date are entitled to vote to accept or reject this Plan.

*D. Acceptance by Impaired Class of Claims*

Pursuant to section 1126(c) of the Bankruptcy Code and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims has accepted this Plan if the Holders of at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Allowed Claims in such Class actually voting have voted to accept this Plan.

*E. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code; Cram Down*

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of this Plan by Class 5 or Class 7. The Debtors request confirmation of this Plan under section 1129(b) of the Bankruptcy Code with respect to any Impaired Class that does not accept this Plan pursuant to section 1126 of the Bankruptcy Code. The Debtors reserve the right,

in accordance with the terms of the Restructuring Support Agreement, to modify this Plan or any Exhibit or Plan Schedule in order to satisfy the requirements of section 1129(b) of the Bankruptcy Code, if necessary.

*F. Votes Solicited in Good Faith*

The Debtors have, and upon the Confirmation Date shall be deemed to have, solicited votes on this Plan from the Voting Classes in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including, without limitation, sections 1125 and 1126 of the Bankruptcy Code, and any applicable non-bankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with the solicitation. Accordingly, the Debtors, the Reorganized Debtors, and each of their respective Related Parties shall be entitled to, and upon the Confirmation Date are hereby granted, the protections of section 1125(e) of the Bankruptcy Code.

## ARTICLE V.

### MEANS FOR IMPLEMENTATION OF THE PLAN

*A. Restructuring Transactions*

Without limiting any rights and remedies of the Debtors or Reorganized Debtors under this Plan or applicable law, but in all cases subject to the terms and conditions of the Restructuring Support Agreement and the Restructuring Documents and any consents or approvals required thereunder, the entry of the Confirmation Order shall constitute authorization for the Reorganized Debtors to take, or to cause to be taken, all reasonable actions necessary or appropriate to consummate and implement the provisions of this Plan, including but not limited to the actions set forth in the Reorganization Steps Overview, on and after the Confirmation Date, including such reasonable actions set forth in the Reorganization Steps Overview as may be necessary or appropriate to effectuate a corporate restructuring of their respective businesses, to otherwise simplify the overall corporate structure of the Reorganized Debtors, or to reincorporate certain of the Debtors under the laws of jurisdictions other than the laws of which the applicable Debtors are presently formed or incorporated. Such restructuring may include one or more mergers, amalgamations, consolidations, restructures, dispositions, liquidations, dissolutions, or creations of one or more new Entities, as may be reasonably determined by the Debtors or Reorganized Debtors to be necessary or appropriate (with the consent of the Required Consenting Noteholders), set forth in the steps described in the Reorganization Steps Overview, but in all cases subject to the terms and conditions of this Plan, the Restructuring Documents, the Restructuring Support Agreement, and any consents or approvals required hereunder or thereunder (collectively, the **“Restructuring Transactions”**).

All such Restructuring Transactions taken, or caused to be taken, shall be deemed to have been authorized and approved by the Bankruptcy Court upon the entry of the Confirmation Order. The actions to effectuate the Restructuring Transactions may include: (i) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, disposition, liquidation, or dissolution containing terms that are consistent with the terms of this Plan and that satisfy the applicable requirements of applicable state law and such other terms to which the applicable Entities may agree; (ii) the execution and delivery of

appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, duty, or obligation on terms consistent with the terms of this Plan and having such other terms to which the applicable Entities may agree; (iii) the filing of appropriate certificates or articles of merger, amalgamation, consolidation, or dissolution pursuant to applicable state law; (iv) the creation of one or more new Entities; and (v) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable state law in connection with such transactions, in each case in form and substance reasonably acceptable to the Required Consenting Noteholders and to the extent necessary to implement this Plan or as set forth in the Reorganization Steps Overview, and in all cases subject to the terms and conditions of the Restructuring Support Agreement, this Plan and the Restructuring Documents and any consents or approvals required thereunder.

*B. Continued Corporate Existence*

Subject to the Restructuring Transactions permitted by Article V of this Plan, after the Effective Date, the Reorganized Debtors shall continue to exist as separate legal Entities in accordance with the applicable law in the respective jurisdiction in which they are incorporated or formed and pursuant to their respective certificates or articles of incorporation and by-laws, or other applicable corporate governance documents, in effect immediately prior to the Effective Date, except to the extent such certificates or articles of incorporation and by-laws, or other applicable corporate governance documents, are amended, restated or otherwise modified under this Plan (subject to such amendment, restatement, or replacement being in accordance with applicable law of the Debtor's jurisdiction of incorporation), including pursuant to the Amended/New Corporate Governance Documents, in each case in form and substance reasonably acceptable to the Required Consenting Noteholders. Notwithstanding anything to the contrary herein, the Claims against a particular Debtor or Reorganized Debtor shall remain the obligations solely of such Debtor or Reorganized Debtor and shall not become obligations of any other Debtor or Reorganized Debtor solely by virtue of this Plan or the Chapter 11 Cases.

*C. Vesting of Assets in the Reorganized Debtors Free and Clear of Liens and Claims*

Except as otherwise expressly provided in this Plan, the Confirmation Order, or any Restructuring Document, pursuant to sections 1123(a)(5), 1123(b)(3), 1141(b) and (c) and other applicable provisions of the Bankruptcy Code, on and after the Effective Date, all property and assets of the Estates of the Debtors, including all claims, rights, and Retained Litigation Claims of the Debtors, and any other assets or property acquired by the Debtors or the Reorganized Debtors during the Chapter 11 Cases or under or in connection with this Plan (other than the Claims or Causes of Action subject to the Debtor Release, Professional Fee Claim Reserve and any rejected Executory Contracts and/or Unexpired Leases), shall vest in each of the Reorganized Debtors free and clear of all Claims, Liens, charges, and other encumbrances, subject to the Liens which survive the occurrence of the Effective Date as described in Article III of this Plan (including, without limitation, the Liens that secure the Exit Facilities). On and after the Effective Date, each of the Reorganized Debtors may (i) operate their respective businesses, (ii) use, acquire, and dispose of their respective property and (iii) compromise or settle any Claims, in each case without notice to, supervision of or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, other than restrictions expressly imposed by this Plan or the Confirmation Order.

*D. Exit Facility Loan Documents*

On the Effective Date, the Debtors and the Reorganized Debtors, as applicable, shall be authorized to execute and deliver, and to consummate the transactions contemplated by, the Exit Facility Loan Documents, in each case in form and substance acceptable to the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement and, in the case of an Exit DDTL Facility, the Delayed-Draw Term Loan Commitment Letter and to the applicable Exit Facility Lenders and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity (other than as expressly required by the applicable Exit Facility Loan Documents or as set forth as conditions precedent in the DIP Facility). On the Effective Date, each Exit Facility Loan Document shall constitute legal, valid, binding and authorized indebtedness and obligations of the Reorganized Debtors party thereto, enforceable in accordance with its respective terms and such indebtedness and obligations shall not be, and shall not be deemed to be, enjoined or subject to discharge, impairment, release or avoidance under this Plan, the Confirmation Order or on account of the Confirmation or Consummation of this Plan.

*E. New Common Stock; Book Entry*

On the Effective Date, subject to the terms and conditions of this Plan and the Restructuring Transactions and as described more fully in the Reorganization Steps Overview, Reorganized Parent shall issue the New Common Stock pursuant to this Plan and the Amended/New Corporate Governance Documents. For the avoidance of doubt, no distributions shall be made to Holders of Unexercised Equity Interests under this Plan, and any such Unexercised Equity Interests shall be deemed automatically terminated and cancelled as of the Effective Date.

Distributions of the New Common Stock may be made by delivery or book-entry transfer thereof by the applicable Distribution Agent in accordance with this Plan and the Amended/New Corporate Governance Documents. Upon the Effective Date, after giving effect to the transactions contemplated hereby, the authorized share capital or other equity securities of Reorganized Parent shall be that number of shares of New Common Stock as may be designated in the Amended/New Corporate Governance Documents.

*F. Listing of New Securities; SEC Reporting*

Prior to the Effective Date, the Required Consenting Noteholders shall determine, in consultation with the Debtors, whether to list the New Common Stock for trading on the New York Stock Exchange, the NASDAQ Capital Market, the NASDAQ Global Market, or any other national securities exchange selected by the Required Consenting Noteholders and reasonably acceptable to the Debtors, with such listing, if any, to be effective on, or as soon as reasonably practicable after, the Effective Date.

The Required Consenting Noteholders, in consultation with the Debtors, shall determine whether the Reorganized Debtors shall maintain their current status and continue as a public reporting company under applicable U.S. securities laws and shall continue to file annual, quarterly and current reports in accordance with the Exchange Act, as amended, and the rules and regulations promulgated thereunder.



*G. New Stockholders Agreement; New Registration Rights Agreement*

Subject to the Restructuring Transactions permitted by Article V.A of this Plan, on the Effective Date, Reorganized Parent shall enter into, if applicable, the New Stockholders Agreement and, if applicable, the New Registration Rights Agreement, each of which shall become effective and binding in accordance with its terms and conditions upon the parties thereto, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity (other than as expressly required by the New Stockholders Agreement and the New Registration Rights Agreement, as applicable).

On and as of the Effective Date, all of the Holders of New Common Stock shall be deemed to be parties to the New Stockholders Agreement, if any, without the need for execution by such Holder. The New Stockholders Agreement, if any, shall be binding on all Persons or Entities receiving, and all Holders of, the New Common Stock (and their respective successors and assigns), whether such New Common Stock is received or to be received on or after the Effective Date and regardless of whether such Person or Entity executes or delivers a signature page to the New Stockholders Agreement.

*H. New Management Incentive Plan*

The New Board shall be authorized to implement a management incentive plan (the “**New Management Incentive Plan**”) that provides for the issuance of options and/or other equity-based compensation to the management and directors of Reorganized Parent. Up to ten percent (10%) of the New Common Stock, on a fully diluted basis, shall be reserved for issuance in connection with the New Management Incentive Plan, with the actual amount to be reserved as determined by the New Board. The participants in the New Management Incentive Plan, the allocations and form of the options and other equity-based compensation to such participants (including the amount of allocations and the timing of the grant of the options and other equity-based compensation), and the terms and conditions of such options and other equity-based compensation (including vesting, exercise prices, base values, hurdles, forfeiture, repurchase rights and transferability) shall be determined by the New Board. Any shares of New MIP Equity shall dilute equally the shares of New Common Stock otherwise distributed pursuant to this Plan (including, without limitation, pursuant to or in connection with the Equity Rights Offering).

Notwithstanding the foregoing, (i) the New Board shall retain a compensation consultant acceptable to the Required Consenting Noteholders prior to the Effective Date to advise them regarding the development of the New Management Incentive Plan and (ii) the New Management Incentive Plan shall be adopted by the New Board within one-hundred twenty (120) days after the Effective Date.



I. *[Intentionally Deleted]*

J. *Plan Securities and Related Documentation; Exemption from Securities Laws*

On and after the Effective Date, the Debtors and the Reorganized Debtors, as applicable, are authorized to and shall provide or issue the New Common Stock to be distributed and issued under this Plan (collectively, the “**Plan Securities**”) and any and all other notes, stock, instruments, certificates, and other documents or agreements required to be distributed, issued, executed or delivered pursuant to or in connection with this Plan (collectively, the “**Plan Securities and Documents**”), in each case in form and substance acceptable to the Required Consenting Noteholders, and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity.

The offer, distribution, and issuance, as applicable, of the Plan Securities and Documents under this Plan (including New Common Stock issued in connection with the Equity Rights Offering) shall be exempt from or not subject to, or shall be effected in a manner that is exempt from or not subject to, any registration or prospectus delivery requirements under applicable securities laws (including, as applicable, Section 5 of the Securities Act or any other federal, state or local law or regulation requiring the registration and/or delivery of a prospectus for offer or sale of a security or registration or licensing of an issuer of a security) pursuant to section 1145(a) of the Bankruptcy Code and/or other applicable exemptions; provided, however, that New Common Stock issued to Cash Opt-Out Noteholders in the Equity Rights Offering pursuant to Article V of this Plan will be issued and distributed pursuant to section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder. An offering of Plan Securities provided in reliance on the exemption from registration under the Securities Act pursuant to section 1145(a) of the Bankruptcy Code may be sold without registration under such laws or regulations to the extent permitted under section 1145 of the Bankruptcy Code and deemed to be a public offering thereunder, and such Plan Securities may be resold without registration under such laws or regulations to the extent permitted under section 1145 of the Bankruptcy Code and other applicable law.

Persons or Entities who purchase securities pursuant to the exemption from registration set forth in Section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder shall acquire “restricted securities.” Resales of such restricted securities would not be exempted by section 1145 of the Bankruptcy Code from registration under the Securities Act or other applicable law. Holders of restricted securities would, however, be permitted to resell Plan Securities without registration if they are able to comply with the applicable provisions of Rule 144 promulgated under the Securities Act or Rule 144A under the Securities Act or any other applicable registration exemption under the Securities Act, or in a transaction that is registered with the SEC.

In the event that the Reorganized Debtors elect on or after the Effective Date to reflect any ownership of the Plan Securities through the facilities of DTC, the Reorganized Debtors need not provide any further evidence other than this Plan or the Confirmation Order with respect to the treatment of such securities under applicable securities laws. DTC shall accept and be entitled to conclusively rely upon this Plan or the Confirmation Order in lieu of a legal opinion regarding whether such securities are exempt from registration and/or eligible for DTC book entry delivery, settlement and depository services.

*K. Release of Liens and Claims*

To the fullest extent provided under section 1141(c) and other applicable provisions of the Bankruptcy Code, except as otherwise provided herein (including, without limitation, Article V.D of this Plan), in the Confirmation Order, or in any contract, instrument, release or other agreement or document entered into or delivered in connection with this Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to Article VII hereof, all Liens, Claims, mortgages, deeds of trust, or other security interests against the assets or property of the Debtors or the Estates shall be fully released, canceled, terminated, extinguished and discharged, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity. The filing of the Confirmation Order with any federal, state, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens, Claims and other interests to the extent provided in the immediately preceding sentence. Any Person or Entity holding such Liens, Claims or interests shall, pursuant to section 1142 of the Bankruptcy Code and in the case of any DIP Liens at the sole cost and expense of the Reorganized Debtors, promptly execute and deliver to the Reorganized Debtors such instruments of termination, release, satisfaction and/or assignment (in recordable form) as may be reasonably requested by the Reorganized Debtors.

*L. Corporate Governance Documents of the Reorganized Debtors*

The respective corporate governance documents of each of the Debtors shall be amended and restated or replaced (as applicable) by the Amended/New Corporate Governance Documents. Such corporate governance documents shall: (i) to the extent required by section 1123(a)(6) of the Bankruptcy Code, include a provision prohibiting the issuance of non-voting equity securities; (ii) authorize the issuance of New Common Stock in an amount not less than the amount necessary to permit the distributions thereof required or contemplated by this Plan; and (iii) to the extent necessary or appropriate, include such provisions as may be needed to effectuate and consummate this Plan and the transactions contemplated herein. After the Effective Date, the Reorganized Debtors may, subject to the terms and conditions of the Amended/New Corporate Governance Documents, amend and restate their respective corporate governance documents as permitted thereby and by applicable law.

*M. New Board; Initial Officers*

The initial members of the New Board shall be selected in accordance with the terms and conditions of the Restructuring Support Agreement. After the initial directors of the New Board are selected, future directors shall be elected in accordance with Amended/New Corporate Governance Documents. All officers of the Debtors immediately prior to the Effective Date shall be retained in their existing positions upon the Effective Date, subject to the terms of this Plan.

Pursuant to and to the extent required by section 1129(a)(5) of the Bankruptcy Code, the Debtors shall disclose in the Plan Supplement the identity and affiliations of any Person proposed to serve on the New Board or as an officer of each of the Reorganized Debtors, and, to the extent such Person is an insider other than by virtue of being a director or an officer, the nature of any compensation for such Person. Each such director and officer shall serve from and after the

Effective Date pursuant to applicable law and the terms of the Amended/New Corporate Governance Documents and the other constituent and corporate governance documents of the applicable Reorganized Debtors. The existing boards of directors and other governing bodies of the Debtors shall be deemed to have resigned on and as of the Effective Date, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity.

*N. Corporate Action*

Each of the Debtors and the Reorganized Debtors may take any and all actions reasonably necessary to execute, deliver, File or record such contracts, instruments, releases and other agreements or documents and take such actions as may be reasonably necessary or appropriate to effectuate and implement the provisions of this Plan, including, without limitation, the issuance and the distribution of the securities to be issued pursuant hereto, in each case in form and substance acceptable to the Required Consenting Noteholders, and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by the security holders, officers or directors of the Debtors or the Reorganized Debtors or by any other Person or Entity (except for those expressly required pursuant hereto or by the Restructuring Documents).

After the Confirmation Date, all matters provided for pursuant to this Plan that would otherwise require approval of the stockholders, directors, officers, managers, members or partners of the Debtors (as of prior to the Effective Date) shall be deemed to have been so approved and shall be in effect prior to, on or after the Effective Date (as appropriate) pursuant to applicable law and without any requirement of further action by such Persons or Entities or the need for any approvals, authorizations, actions or consents of or from any such Persons or Entities.

As of the Effective Date, all matters provided for in this Plan involving the legal or corporate structure of the Debtors or the Reorganized Debtors (including, without limitation, the adoption of the Amended/New Corporate Governance Documents and similar constituent and corporate governance documents, and the selection of directors and officers for, each of the Reorganized Debtors), and any legal or corporate action required by the Debtors or the Reorganized Debtors in connection with this Plan shall be deemed to have occurred and shall be in full force and effect in all respects, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity.

On and after the Effective Date, the appropriate officers of the Debtors and the Reorganized Debtors are authorized to issue, execute, deliver, and consummate the transactions contemplated by, the contracts, agreements, documents, guarantees, pledges, consents, securities, certificates, resolutions and instruments contemplated by or described in this Plan in the name of and on behalf of the Debtors and the Reorganized Debtors, in each case in form and substance acceptable to the Required Consenting Noteholders, and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity. The secretary and any assistant secretary of the Debtors and the Reorganized Debtors shall be authorized to certify or attest to any of the foregoing actions.

*O. Cancellation of Notes, Certificates and Instruments*

On the Effective Date, except to the extent otherwise provided in this Plan and the Restructuring Documents (including, without limitation, Article II.B and Article V.B of this Plan), all notes, indentures, instruments, certificates, agreements and other documents evidencing or relating to any Impaired Claim (including, for the avoidance of doubt and without limitation, the Prepetition Notes Indentures and the Prepetition Notes) or any Claim being paid in full in Cash under this Plan shall be fully released, terminated, extinguished and discharged (including, in respect of DIP Documents, any duties or obligations of the DIP Agent thereunder), in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity and in the case of any Claim being paid in full in Cash upon the indefeasible payment of such Claim in full in Cash as contemplated by this Plan; provided that the Prepetition Debt Documents and the DIP Documents shall continue in effect for the limited purpose of (i) allowing Holders of Claims thereunder to receive, and allowing and preserving the rights of the Prepetition Credit Agreement Agent, the Prepetition Notes Indenture Trustee or other applicable Distribution Agents thereunder to make, distributions under this Plan; (ii) permitting the Prepetition Notes Indenture Trustee to exercise its Prepetition Notes Indenture Trustee Charging Lien against such distributions for payment of the Prepetition Notes Indenture Trustee Fees and Expenses; (iii) preserving any rights of the DIP Agent to payment of fees, costs, and expenses and otherwise allowing the DIP Agent to take any actions contemplated by this Plan, and (iv) preserving the DIP Contingent Obligations as contemplated by Article II.B of this Plan; provided further that, upon completion of the distribution with respect to a specific Prepetition Debt Claim, the Prepetition Debt Documents in connection thereto and any and all notes, securities and instruments issued in connection with such Prepetition Debt Claim shall terminate completely without further notice or action and be deemed surrendered.

*P. Existing Equity Interests*

On the Effective Date, the Old Parent Interests shall be terminated and cancelled without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity.

On the Effective Date, the Intercompany Equity Interests shall remain effective and outstanding, except to the extent modified pursuant to the terms of the Reorganization Steps Overview, and shall be owned and held by the same applicable Person or Entity that held and/or owned such Intercompany Equity Interests immediately prior to the Effective Date. Each Parent Subsidiary shall continue to be governed by the terms and conditions of its applicable corporate governance documents as in effect immediately prior to the Effective Date, except as amended or modified by this Plan or the Plan Supplement.

*Q. Sources of Cash for Plan Distributions*

All Cash necessary for the Debtors or the Reorganized Debtors, as applicable, to make payments required pursuant to this Plan shall be obtained from their respective Cash balances, including Cash from operations, the Equity Rights Offering and the Exit Facility Credit

Agreements. The Debtors and the Reorganized Debtors, as applicable, may also make such payments using Cash received from their subsidiaries through their respective consolidated cash management systems and the incurrence of intercompany transactions, in all cases subject to the terms and conditions of the Restructuring Support Agreement and the Restructuring Documents.

*R. Funding and Use of Professional Fee Claim Reserve*

On or before the Effective Date, the Debtors shall fund the Professional Fee Claim Reserve in such amount as determined by the Debtors, with the consent of the Required Consenting Noteholders or as determined by order of the Bankruptcy Court, as necessary in order to be able to pay in full in Cash the Professional Fee Claims, as and when Allowed.

The Cash contained in the Professional Fee Claim Reserve shall be used solely to pay the Allowed Professional Fee Claims, with the Unused Cash Reserve Amount (if any) being returned to the Reorganized Debtors within three (3) Business Days after determining the Unused Cash Reserve Amount. The Debtors and the Reorganized Debtors, as applicable, shall maintain detailed records of all payments made from the Professional Fee Claim Reserve, such that all payments and transactions shall be adequately and promptly documented in, and readily ascertainable from, their respective books and records.

The Professional Fee Claim Reserve shall be maintained in trust for the Professionals and shall not be considered property of the Debtors' Estates; provided that the Reorganized Debtors shall have a reversionary interest in the Unused Cash Reserve Amount. To the extent that funds held in the Professional Fee Claim Reserve do not or are unable to satisfy the full amount of the Allowed Professional Fee Claims, such Professionals shall have an Allowed Administrative Claim for any such deficiency, which shall be satisfied in full in Cash in accordance with Article II.A of this Plan.

After the Effective Date, neither the Debtors nor the Reorganized Debtors shall deposit any other funds or property into the Professional Fee Claim Reserve without further order of the Bankruptcy Court or otherwise commingle funds in the Professional Fee Claim Reserve. To the extent the Professional Fee Claim Reserve is insufficient to pay in full in Cash the obligations and liabilities for which such reserve was established, then the Reorganized Debtors shall, within five (5) Business Days, pay such obligations and liabilities in full in Cash.

*S. Continuing Effectiveness of Final Orders*

Payment authorization granted to the Debtors under any prior Final Order entered by the Bankruptcy Court shall continue in effect after the Effective Date. Accordingly, the Debtors or the Reorganized Debtors may pay or otherwise satisfy any Claim to the extent permitted by, and subject to, the applicable Final Order without regard to the treatment that would otherwise be applicable to such Claim under this Plan.

*T. Payment of Fees and Expenses of Certain Creditors*

The Debtors and the Reorganized Debtors, as applicable, shall, on and after the Confirmation Date and to the extent invoiced in accordance with the terms of the applicable engagement letter(s), pay the Ad Hoc Noteholder Group Fees and Expenses (whether accrued



prepetition or postpetition and to the extent not otherwise paid prior to or during the Chapter 11 Cases), without the need for application by any such parties to the Bankruptcy Court, and without notice and a hearing pursuant to section 1129(a)(4) of the Bankruptcy Code or otherwise.

*U. Payment of Fees and Expenses of the Prepetition Notes Indenture Trustee*

The Debtors shall, on and after the Effective Date, and upon the presentment of invoices in customary form (which may be redacted to preserve any confidential or privileged information), pay the Prepetition Notes Indenture Trustee Fees and Expenses (in each case whether accrued prepetition or postpetition and to the extent not otherwise paid during the Chapter 11 Cases), without the need for application by any party to the Bankruptcy Court, and without notice and a hearing pursuant to section 1129(a)(4) of the Bankruptcy Code or otherwise. From and after the Effective Date, the Reorganized Debtors shall pay any Prepetition Notes Indenture Trustee Fees and Expenses in full in Cash without further court approval.

*V. Equity Rights Offering*

Pursuant to the terms of this Plan and the Equity Rights Offering Procedures, each Accredited Cash Opt-Out Noteholder shall have the opportunity but not the obligation to subscribe for its Pro Rata share of an amount of New Common Stock to be issued as of the Effective Date necessary to fully fund the Cash Payout at the Purchase Price (as defined in the Equity Rights Offering Procedures) set forth in the Equity Rights Offering Procedures.

Each Accredited Cash Opt-Out Noteholder that elects to purchase the maximum number of Equity Rights Offering Shares that such Accredited Cash Opt-Out Noteholder may purchase in the Equity Rights Offering will also have the right to elect to purchase additional Equity Rights Offering Shares that are not timely, duly and validly subscribed and paid for in the Equity Rights Offering, as more fully set forth in the Rights Offering Procedures.

The Equity Rights Offering will be conducted in reliance upon the exemption from registration set forth in Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder.

The proceeds of the Equity Rights Offering shall be used exclusively to fund the Cash Payout provided to Cash Payout Noteholders, in full and final satisfaction of such Holders' Prepetition Notes Claims, which shall be released and discharged pursuant to Article XI herein. Notwithstanding anything to the contrary herein, if the Equity Rights Offering Amount is less than the aggregate amount of the Cash Payout, then the amount of Prepetition Notes Claims held by the Cash Payout Noteholders satisfied by the Cash Payout shall automatically be reduced, and any remaining portion of such Cash Payout Noteholders' Prepetition Notes Claims that is not satisfied through the Cash Payout as a result of such automatic reduction shall receive the treatment such Holder would receive if such Holder were a Cash Opt-Out Noteholder. For the avoidance of doubt, under no circumstance shall the amount actually paid out in the Cash Payout exceed the Equity Rights Offering Amount.

Consummation of the Equity Rights Offering and delivery of any Cash Payout is contingent upon the consent of the Required Consenting Noteholders. In the event the Equity Rights Offering

is not consummated, then no Cash Payout will be made to any Cash Payout Noteholder and such Holder will receive the treatment such Holder would receive if such Holder were a Cash Opt-Out Noteholder.

Notwithstanding anything in this Plan to the contrary, the New Common Stock issued in connection with the Equity Rights Offering shall be subject to dilution by the New MIP Equity.

## ARTICLE VI.

### TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

#### A. *Assumption of Executory Contracts and Unexpired Leases*

On the Effective Date, all Executory Contracts and Unexpired Leases of the Debtors shall be assumed by the Debtors in accordance with, and subject to, the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code (including, for the avoidance of doubt, the Restructuring Support Agreement), except for those Executory Contracts and Unexpired Leases that:

- (i) have been assumed or rejected by the Debtors by prior order of the Bankruptcy Court;
- (ii) are the subject of a motion to reject filed by the Debtors pending on the Effective Date;
- (iii) are identified by the Debtors (with the consent of the Required Consenting Noteholders) and Filed in the Plan Supplement as rejected Executory Contracts and Unexpired Leases, which Plan Schedule may be amended by the Debtors (with the consent of the Required Consenting Noteholders) to add or remove Executory Contracts and Unexpired Leases by filing with the Bankruptcy Court an amended Plan Schedule and serving it on the affected non-Debtor contract parties at least seven (7) days prior to the Plan Objection Deadline; or
- (iv) are rejected or terminated by the Debtors pursuant to the terms of this Plan.

Without amending or altering any prior order of the Bankruptcy Court approving the assumption or rejection of any Executory Contract or Unexpired Lease, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of such assumptions pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

To the extent any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned (as applicable) pursuant to this Plan or any prior order of the Bankruptcy Court (including, without limitation, any “change in control” provision, “change of control” provision, or provision with words of similar import) (a) prohibits, restricts or conditions, or purports to prohibit, restrict or condition, (b) is modified, breached or terminated (or deemed



modified, breached or terminated), (c) increases, accelerates or otherwise alters any obligations or liabilities of the Debtors or Reorganized Debtors (or purports to increase, accelerate or otherwise alter any obligations or liabilities of the Debtors or Reorganized Debtors), or (d) results in the creation or imposition of any Lien upon any property or assert of any of the Debtors or Reorganized Debtors (or purports to result in the creation or imposition of any Lien upon any property or asset of any of the Debtors or Reorganized Debtors), in each case as a result of (i) the commencement of these Chapter 11 Cases or the insolvency or financial condition of any Debtor at any time before the closing of its respective Chapter 11 Case, (ii) any Debtor's or any Reorganized Debtor's assumption or assumption and assignment (as applicable) of such Executory Contract or Unexpired Lease or (iii) the Confirmation or Consummation of this Plan, then such provision shall, to the extent provided by section 365 of the Bankruptcy Code, be deemed modified such that the transactions contemplated by this Plan shall not entitle the non-debtor party thereto to modify or terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights or remedies with respect thereto, and any required consent under any such contract or lease shall be deemed satisfied by the Confirmation of this Plan.

Each Executory Contract and Unexpired Lease assumed and/or assigned pursuant to this Plan shall revert in and be fully enforceable by the applicable Reorganized Debtor or the applicable assignee in accordance with its terms and conditions, except as modified by the provisions of this Plan, any order of the Bankruptcy Court approving its assumption and/or assignment, or applicable law.

The inclusion or exclusion of a contract or lease on any schedule or exhibit shall not constitute an admission by any Debtor that such contract or lease is an Executory Contract or Unexpired Lease or that any Debtor has any liability thereunder.

*B. Cure of Defaults; Assignment of Executory Contracts and Unexpired Leases*

Any defaults under each Executory Contract and Unexpired Lease to be assumed, or assumed and assigned, pursuant to this Plan shall be satisfied, pursuant to and to the extent required by section 365(b)(1) of the Bankruptcy Code, by payment of the applicable default amount in Cash on or in connection with the Effective Date or on such other terms as the Bankruptcy Court may order or the parties to such Executory Contracts or Unexpired Leases may otherwise agree in writing (with the consent of the Required Consenting Noteholders) (the "**Cure Claim Amount**").

In the event of an assumption, or an assumption and assignment, of an Executory Contract or Unexpired Lease that is in default under this Plan, at least seven (7) days prior to the Plan Objection Deadline (or, in the case of an Executory Contract or Unexpired Lease removed from the Plan Schedule after such date, no later than one (1) Business Day after such removal), the Debtors shall File and serve upon counterparties to such Executory Contracts and Unexpired Leases, a notice of the proposed assumption, or proposed assumption and assignment, which shall: (a) list the applicable Cure Claim Amount, if any; (b) if applicable, identify the party to which the Executory Contract or Unexpired Lease shall be assigned; (c) describe the procedures for filing objections thereto; and (d) explain the process by which related disputes shall be resolved by the Bankruptcy Court.

Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption, or proposed assumption and assignment under this Plan, or any related cure amount, must be Filed, served and actually received by the Debtors and counsel to the Ad Hoc Noteholder Group prior to the Plan Objection Deadline (notwithstanding anything in the Schedules or a proof of Claim to the contrary). Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption, or proposed assumption and assignment, or cure amount shall be deemed to have consented to such matters and shall be deemed to have forever released and waived any objection to such proposed assumption, proposed assumption and assignment, and cure amount. The Confirmation Order shall constitute an order of the Bankruptcy Court approving each proposed assumption, or proposed assumption and assignment, of Executory Contracts and Unexpired Leases pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

In the event of a dispute regarding (a) the amount of any cure payment, (b) the ability of any Debtor or assignee to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or assumed and assigned or (c) any other matter pertaining to assumption or assignment, the applicable cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order resolving the dispute and approving such assumption or assumption and assignment. If such objection is sustained by Final Order of the Bankruptcy Court, the Debtors or the Reorganized Debtors, as applicable, may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming or assigning it. The Debtors or the Reorganized Debtors, as applicable, shall be authorized to effect such rejection by filing a written notice of rejection with the Bankruptcy Court and serving such notice on the applicable counterparty within ten (10) days of the entry of such Final Order.

Subject to any cure claims Filed with respect thereto, assumption or assumption and assignment of any Executory Contract or Unexpired Lease pursuant to this Plan shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption or assumption and assignment, in each case as provided in section 365 of the Bankruptcy Code, in each case subject to the remaining terms and conditions of this Article VI. Any proofs of Claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed or assumed and assigned by Final Order shall be deemed disallowed and expunged (subject to any cure claims Filed with respect thereto), without further notice to or action, order, or approval of the Bankruptcy Court.

With respect to any Executory Contract or Unexpired Lease assumed and assigned pursuant to this Plan, upon and as of the Effective Date, the applicable assignee shall be deemed to be substituted as a party thereto for the applicable Debtor party to such assigned Executory Contract or Unexpired Lease and, accordingly, the Debtors and the Reorganized Debtors shall be relieved, pursuant to and to the extent set forth in section 365(k) of the Bankruptcy Code, from any further liability under such assigned Executory Contract or Unexpired Lease.

*C. Rejection of Executory Contracts and Unexpired Leases*

The Debtors reserve the right, at any time prior to the Effective Date, except as otherwise specifically provided herein, to seek to reject (with the consent of the Required Consenting Noteholders) any Executory Contract or Unexpired Lease and to file a motion requesting authorization for the rejection of any such contract or lease. All Executory Contracts and Unexpired Leases listed on a Plan Schedule as rejected Executory Contracts and Unexpired Leases shall be deemed rejected as of the Effective Date. The Confirmation Order shall constitute an order of the Bankruptcy Court approving the rejections described in this Article VI pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. Rejection of any Executory Contract or Unexpired Lease pursuant to this Plan or otherwise shall not constitute a termination of any preexisting obligations owed to the Debtors or the Reorganized Debtors, as applicable, under such Executory Contracts or Unexpired Leases.

*D. Claims on Account of the Rejection of Executory Contracts or Unexpired Leases*

All proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to this Plan or the Confirmation Order, if any, must be filed with the Bankruptcy Court within thirty (30) days after service of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection.

Any Person or Entity that is required to file a proof of Claim arising from the rejection of an Executory Contract or an Unexpired Lease that fails to timely do so shall be forever barred, estopped and enjoined from asserting such Claim, and such Claim shall not be enforceable, against the Debtors, the Reorganized Debtors or the Estates, and the Debtors, the Reorganized Debtors and their Estates and their respective assets and property shall be forever discharged from any and all indebtedness and liability with respect to such Claim unless otherwise ordered by the Bankruptcy Court or as otherwise provided herein. All such Claims shall, as of the Effective Date, be subject to the permanent injunction set forth in Article X.G hereof.

*E. D&O Liability Insurance Policies*

On the Effective Date, each D&O Liability Insurance Policy shall be deemed and treated as an Executory Contract that is and shall be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no proof of Claim, request for administrative expense, or cure claim need be Filed, and all Claims arising from the D&O Liability Insurance Policies shall survive the Effective Date and be Unimpaired. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtors' assumption of each of the D&O Liability Insurance Policies.

After assumption of the D&O Liability Insurance Policies, nothing in this Plan otherwise alters the terms and conditions of the D&O Liability Insurance Policies. Confirmation and Consummation of this Plan shall not impair or otherwise modify any available defenses of the Reorganized Debtors under the D&O Liability Insurance Policies. For the avoidance of doubt, the D&O Liability Insurance Policies shall continue to apply with respect to actions, or failures to act, that occurred on or prior to the Effective Date, subject to the terms and conditions of the D&O Liability Insurance Policies.

The Debtors are further authorized to take such reasonable actions, and to execute and deliver such documents, as may be reasonably necessary or appropriate to implement, maintain, cause the binding of, satisfy any terms or conditions of, or otherwise secure for the insureds the benefits of the D&O Tail Policy, without further notice to or order of the Bankruptcy Court or approval or consent of any Person or Entity.

Notwithstanding anything to the contrary in any D&O Liability Insurance Policies issued prior to the Effective Date, the Reorganized Debtors shall not have any obligation or responsibility for the payment of any self-insured retention thereunder or in connection therewith, and no Person or Entity shall be entitled to seek reimbursement from or to subrogate against any Reorganized Debtors with respect to any payments made under such policies.

*F. Indemnification Provisions*

On the Effective Date, all Indemnification Provisions shall be deemed and treated as Executory Contracts that are and shall be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no proof of Claim, request for administrative expense, or cure claim need be Filed, and all Claims arising from the Indemnification Provisions shall survive the Effective Date and be Unimpaired; provided, however, that, to the maximum extent permitted under applicable law, this provision shall not include any such Claims arising from or related to (i) any Excluded Party or (ii) any indemnification Claims against the Parent that are based on fraud, gross negligence, or willful misconduct, in each case as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtors' assumption of each of the Indemnification Provisions. Confirmation and Consummation of this Plan shall not impair or otherwise modify any available defenses of the Reorganized Debtors or other applicable parties under the Indemnification Provisions. For the avoidance of doubt, the Indemnification Provisions shall continue to apply with respect to actions, or failures to act, that occurred on or prior to the Effective Date, subject to the terms and conditions of the Indemnification Provisions.

*G. Employment Plans*

On the Effective Date, all employment agreements and severance policies, including all employment, compensation, and benefit plans, policies, and programs of the Debtors applicable to any of their respective officers, employees or retirees, and any of the officers, employees or retirees of their respective subsidiaries, including, without limitation, all workers' compensation programs, savings plans, retirement plans, SERP plans, healthcare plans, disability plans, severance benefit plans, incentive plans, change-in-control plans, insurance plans including but not limited to life and accidental death and dismemberment insurance plans, health and welfare plans, and 401(k) plans (in each case, as applicable) (collectively, the "Specified Employee Plans") shall be deemed and treated as Executory Contracts that are and shall, subject to the following proviso, be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no Proof of Claim, request for administrative expense, or cure claim need be Filed; provided that (a) the Debtors, pursuant to the Restructuring Support Agreement, acknowledged and agreed that the Consummation of this Plan shall not constitute a change in control or term of similar meaning pursuant to any of the

Specified Employee Plans, and the Confirmation Order shall contain a finding and such other provisions acceptable to the Required Consenting Noteholders confirming the same, and (b) each “Executive” employment agreement, “Level I” employment agreement and “Level II” employment agreement shall only be maintained and assumed by the Debtors (and assigned to the Reorganized Debtors, if necessary) and considered a Specified Employee Plan if the employee party to such agreement, on or prior to the Effective Date, (i) confirms that the Consummation of this Plan does not constitute a change in control and (ii) waives any right to resign with “good reason” solely or in part as a result of the Consummation of this Plan.

All Claims arising from the Specified Employee Plans shall survive the Effective Date and be Unimpaired. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval of the Debtors’ assumption of each of the Specified Employee Plans. Confirmation and Consummation of this Plan shall not impair or otherwise modify any available defenses of the Reorganized Debtors or other applicable parties under the Specified Employee Plans.

#### *H. Insurance and Surety Contracts*

On the Effective Date, each Insurance and Surety Contract shall be deemed and treated as an Executory Contract that is and shall be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no proof of Claim, request for administrative expense, or cure claim need be Filed, and all Claims arising from the Insurance and Surety Contracts shall survive the Effective Date and be Unimpaired. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval of the Debtors’ assumption of each of the Insurance and Surety Contracts. After assumption of the Insurance and Surety Contracts, nothing in this Plan otherwise alters the terms and conditions of the Insurance and Surety Contracts. Confirmation and Consummation of this Plan shall not impair or otherwise modify any available defenses of the Reorganized Debtors or other applicable counterparties under the Insurance and Surety Contracts.

#### *I. Extension of Time to Assume or Reject*

Notwithstanding anything to the contrary set forth in Article VI of this Plan, in the event of a dispute as to whether a contract is executory or a lease is unexpired, the right of the Reorganized Debtors to move to assume or reject such contract or lease shall be extended until the date that is ten (10) days after entry of a Final Order by the Bankruptcy Court determining that the contract is executory or the lease is unexpired. The deemed assumption provided for in Article VI.A of this Plan shall not apply to any such contract or lease, and any such contract or lease shall be assumed or rejected only upon motion of the Reorganized Debtors following the Bankruptcy Court’s determination that the contract is executory or the lease is unexpired.

#### *J. Modifications, Amendments, Supplements, Restatements, or Other Agreements*

Unless otherwise provided in this Plan, each Executory Contract or Unexpired Lease that is assumed by the Debtors or the Reorganized Debtors shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such



Executory Contract or Unexpired Lease, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing has been previously rejected or repudiated or is rejected or repudiated hereunder. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

## ARTICLE VII.

### PROVISIONS GOVERNING DISTRIBUTIONS

#### *A. Distributions for Claims Allowed as of the Effective Date*

Except as otherwise provided in the “Treatment” sections in Article III hereof or as ordered by the Bankruptcy Court, distributions to be made on account of Claims that are Allowed Claims as of the Effective Date shall be made on the Effective Date or as soon as reasonably practicable thereafter. Any payment or distribution required to be made under this Plan on a day other than a Business Day shall be made on the next succeeding Business Day. Distributions on account of Disputed Claims that first become Allowed Claims after the Effective Date shall be made pursuant to Article VIII hereof.

#### *B. No Postpetition Interest on Claims*

Unless otherwise specifically provided for in this Plan, the Confirmation Order or Final Order of the Bankruptcy Court, or required by applicable bankruptcy law (including, without limitation, as required pursuant to section 506(b) or section 511 of the Bankruptcy Code), postpetition interest shall not accrue or be paid on any Claims (except DIP Super-Priority Claims) and no Holder of a Claim (except DIP Super-Priority Claims) shall be entitled to interest accruing on or after the Petition Date on any Claim.

#### *C. Distributions by the Reorganized Debtors or Other Applicable Distribution Agent*

Other than as specifically set forth below or as otherwise provided in this Plan, the Reorganized Debtors or other applicable Distribution Agent shall make all distributions required to be distributed under this Plan. Distributions on account of the Allowed Prepetition Debt Claims and Allowed DIP Super-Priority Claims shall be made to the Prepetition Credit Agreement Agent, the Prepetition Notes Indenture Trustee, and the DIP Agent, as applicable, and such agent or trustee shall be, and shall act as, the Distribution Agent with respect to its respective Class of Claims in accordance with the terms and conditions of this Plan and the applicable debt documents. All distributions to Holders of Prepetition Debt Claims and DIP Super-Priority Claims shall be deemed completed when made by the Reorganized Debtors to the Prepetition Credit Agreement Agent, the Prepetition Notes Indenture Trustee (or as directed by the Prepetition Notes Indenture Trustee), and the DIP Agent, or as otherwise provided in this Plan, as applicable. The Reorganized Debtors may employ or contract with other Entities to assist in or make the distributions required by this Plan and may pay the reasonable fees and expenses of such Entities and the Distribution Agents in the ordinary course of business. No Distribution Agent shall be required to give any bond or

surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court.

The distributions of New Common Stock to be made under this Plan to Holders of Allowed Prepetition Notes Claims shall be made by the Debtors or Reorganized Debtors, as applicable, to the Prepetition Notes Indenture Trustee, which shall transmit (or cause to be transmitted) such distributions to Holders of Allowed Prepetition Notes Claims in accordance with the Prepetition Notes Indenture or as set forth below. Notwithstanding anything to the contrary in this Plan, the Prepetition Notes Indenture Trustee may transfer or direct the transfer of such distributions through the facilities of DTC and, in such event, shall be entitled to recognize and deal for all purposes under this Plan with Holders of the Prepetition Notes to the extent consistent with the policies or customary practices of DTC. If such distributions cannot be made through the facilities of DTC, the Debtors or Reorganized Debtors, as applicable, shall implement procedures in consultation with the Prepetition Notes Indenture Trustee and reasonably acceptable to the Required Consenting Noteholders to make distributions with respect to the Prepetition Notes. The Debtors or Reorganized Debtors (as applicable) shall use their best efforts to make the New Common Stock to be distributed to Holders of the Prepetition Notes eligible for distribution through the facilities of DTC. The distributions of Subscription Rights under this Plan to Accredited Cash Opt-Out Noteholders shall be made by the Voting and Claims Agent as provided in the Equity Rights Offering Procedures. The obligations of the Prepetition Notes Indenture Trustee under the Prepetition Notes Indentures, the Prepetition Notes, and this Plan shall be deemed fully satisfied upon DTC's receipt of the distributions with respect to the Prepetition Notes.

*D. Delivery and Distributions; Undeliverable or Unclaimed Distributions*

1. Record Date for Distributions

On the Distribution Record Date, the Claims Register (and the Debtors' books and records with respect to the Holders of Equity Interests in Parent) shall be closed. Accordingly, the Debtors, the Reorganized Debtors or other applicable Distribution Agent shall have no obligation to recognize the assignment, transfer or other disposition of, or the sale of any participation in, any Allowed Claim (other than DIP Super-Priority Claims and Prepetition Debt Claims) or Allowed Equity Interest that occurs after the close of business on the Distribution Record Date, and shall be entitled for all purposes herein to recognize and distribute securities, property, notices and other documents only to those Holders of Allowed Claims (other than DIP Super-Priority Claims and Prepetition Debt Claims) or Allowed Equity Interest who are Holders of such Claims or Equity Interests, or participants therein, as of the close of business on the Distribution Record Date. The Reorganized Debtors or other applicable Distribution Agent shall be entitled to recognize and deal for all purposes under this Plan with only those record holders stated on the Claims Register, or their books and records, as of the close of business on the Distribution Record Date; provided, however, that the Distribution Record Date shall not apply to the DIP Super-Priority Claims, Prepetition Debt Claims, or any securities of the Debtors deposited with DTC.

2. Delivery of Distributions in General

Except as otherwise provided herein, the Debtors, the Reorganized Debtors or other applicable Distribution Agent, as applicable, shall make distributions to Holders of Allowed Claims, or in care of their authorized agents, as appropriate, at the address for each such Holder or



agent as indicated on the Debtors' or other applicable Distribution Agent's books and records as of the date of any such distribution; provided, however, that the manner of such distributions shall be determined in the discretion of the applicable Distribution Agent (subject to the terms and conditions of the DIP Agreement and the relevant Prepetition Debt Documents, if applicable); provided further, that the address for each Holder of an Allowed Claim shall be deemed to be the address set forth in the latest proof of Claim, if any, Filed by such Holder pursuant to Bankruptcy Rule 3001 as of the Distribution Record Date.

### 3. Minimum Distributions

Notwithstanding anything herein to the contrary, no Distribution Agent shall be required to make distributions or payments of less than \$100.00 (whether in Cash or otherwise) or to make partial distributions or payments of fractions of dollars or New Common Stock, in each case with respect to Impaired Claims. With respect to Impaired Claims, whenever any payment or distribution of a fraction of a dollar or a fraction of a share of New Common Stock under this Plan would otherwise be called for, the actual payment or distribution shall reflect a rounding of such fraction down to the nearest whole dollar or share of New Common Stock (and no Cash shall be distributed in lieu of such fractional New Common Stock). For the avoidance of doubt, DTC shall be considered a single holder for purposes of distributions.

No Distribution Agent shall have any obligation to make a distribution on account of an Allowed Claim that is Impaired under this Plan if: (a) the aggregate amount of all distributions authorized to be made on the Effective Date is or has an economic value less than \$25,000, unless such distribution is a final distribution; or (b) the amount to be distributed to the specific Holder of an Allowed Claim on the Effective Date does not constitute a final distribution to such Holder and is or has an economic value less than \$25.00, which shall be treated as an undeliverable distribution under Article VII.D.4 below.

### 4. Undeliverable Distributions

#### (a) Holding of Certain Undeliverable Distributions

If the distribution to any Holder of an Allowed Claim is returned to the Distribution Agent as undeliverable or is otherwise unclaimed, no further distributions shall be made to such Holder unless and until the Distribution Agent is notified in writing of such Holder's then current address in accordance with the time frames described in Article VII.D.4(b) hereof, at which time (or as soon as reasonably practicable thereafter) all currently due but missed distributions shall be made to such Holder. Undeliverable distributions shall remain in the possession of the Reorganized Debtors or in the applicable reserve, subject to Article VII.D.4(b) hereof, until such time as any such distributions become deliverable. Undeliverable distributions shall not be entitled to any additional interest, dividends or other accruals of any kind on account of their distribution being undeliverable.

#### (b) Failure to Claim Undeliverable Distributions

Any Holder of an Allowed Claim (or any successor or assignee or other Person or Entity claiming by, through, or on behalf of, such Holder) that does not assert a right pursuant to this Plan for an undeliverable or unclaimed distribution within ninety (90) days after the later of the

Effective Date or the date such distribution is due shall be deemed to have forfeited its rights for such undeliverable or unclaimed distribution and shall be forever barred and enjoined from asserting any such rights for an undeliverable or unclaimed distribution against the Debtors or their Estates, the Reorganized Debtors or their respective assets or property, or any Distribution Agent. In such case, any Cash, Plan Securities or other property reserved for distribution on account of such Claim shall become the property of the Reorganized Debtors, free and clear of any Claims or other rights of such Holder with respect thereto and notwithstanding any federal or state escheat laws to the contrary. Any such Cash, Plan Securities or other property shall thereafter be distributed or allocated in accordance with the applicable terms and conditions of this Plan; provided, however, that if the aggregate amount of Allowed Claims in Class 6 is less than the Parent GUC Recovery Cash Pool, then the excess Parent GUC Recovery Cash Pool shall constitute property of the Reorganized Debtors. Nothing contained in this Plan shall require the Debtors, the Reorganized Debtors, or any Distribution Agent to attempt to locate any Holder of an Allowed Claim.

(c) Failure to Present Checks

Checks issued by the Distribution Agent on account of Allowed Claims shall be null and void if not negotiated within ninety (90) days after the issuance of such check. Requests for reissuance of any check shall be made directly to the Distribution Agent by the Holder of the relevant Allowed Claim with respect to which such check originally was issued. Any Holder of an Allowed Claim holding an un-negotiated check that does not request reissuance of such un-negotiated check within ninety (90) days after the date of mailing or other delivery of such check shall have its rights for such un-negotiated check discharged and be forever barred, estopped and enjoined from asserting any such right against the Debtors, their Estates, the Reorganized Debtors, or their respective assets or property. In such case, any Cash held for payment on account of such Claims shall become the property of the Reorganized Debtors, free and clear of any Claims or other rights of such Holder with respect thereto and notwithstanding any federal or state escheat laws to the contrary. Any such Cash shall thereafter be distributed or allocated in accordance with the applicable terms and conditions of this Plan.

*E. Compliance with Tax Requirements*

In connection with this Plan and all distributions hereunder, the Reorganized Debtors or other applicable Distribution Agent shall comply with all applicable withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions hereunder shall be subject to any such applicable withholding and reporting requirements. Notwithstanding any provision in this Plan to the contrary, the Reorganized Debtors or other applicable Distribution Agent shall be authorized to take any and all reasonable actions that may be necessary or appropriate to comply with such applicable withholding and reporting requirements. All Persons and Entities holding Claims or Equity Interests shall be required to provide any information necessary to effect information reporting and the withholding of such taxes (or establish eligibility for an exclusion for the withholding of taxes), and each Holder of an Allowed Claim shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit, including income, withholding, and other tax obligations, on account of such distribution. Any amounts withheld or reallocated pursuant to this **Error! Reference source not found.** shall be treated as if distributed to the Holder of the Allowed Claim.

*F. Allocation of Plan Distributions Between Principal and Interest*

To the extent that any Allowed Claim entitled to a distribution under this Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall, to the extent permitted by applicable law, be allocated for U.S. federal income tax purposes to the principal amount of the Claim first and then, to the extent that the consideration exceeds the principal amount of the Claim, to the portion of such Claim representing accrued but unpaid interest.

*G. Means of Cash Payment*

Payments of Cash made pursuant to this Plan shall be in U.S. dollars and shall be made, at the option of the applicable Distribution Agent, by checks drawn on, or wire transfer from, a domestic bank selected by such Distribution Agent. Cash payments to foreign creditors may be made, at the option of the applicable Distribution Agent, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

*H. Timing and Calculation of Amounts to Be Distributed*

Except as otherwise provided in the “Treatment” sections in Article III hereof or as ordered by the Bankruptcy Court, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Claim shall receive the full amount of the distributions that this Plan provides for Allowed Claims in the applicable Class. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in the applicable class treatment or in Article VIII hereof. Except as otherwise provided herein, Holders of Claims shall not be entitled to interest, dividends or accruals on the distributions provided for herein, regardless of whether such distributions are delivered on or at any time after the Effective Date.

*I. Setoffs*

Without altering or limiting any of the rights and remedies of the Debtors and the Reorganized Debtors under section 502(d) of the Bankruptcy Code, all of which rights and remedies are hereby reserved, the Debtors and the Reorganized Debtors may, but shall not be required to, withhold (but not setoff except as set forth below) from the distributions called for hereunder on account of any Allowed Claim an amount equal to any claims, Causes of Action and Retained Litigation Claims of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim; provided that, at least ten (10) days prior to effectuating such withholding, the Debtors or the Reorganized Debtors, as applicable, shall provide written notice thereof to the applicable Holder of such Claim, and all objections and defenses of such Holder to such withholding are preserved. In the event that any such claims, Causes of Action or Retained Litigation Claims are adjudicated by Final Order or otherwise resolved against the applicable Holder, the Debtors and the Reorganized Debtors may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off against any Allowed Claim and the distributions to be made pursuant hereto on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), the amount of such adjudicated or resolved claims, Causes of Action or Retained Litigation Claims. Neither the failure to effect such a setoff nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claims, Causes of Action or Retained Litigation Claims, all of which are reserved unless expressly released or compromised pursuant to this Plan

or the Confirmation Order. Notwithstanding anything to the contrary herein, the Allowed Prepetition Notes Claims and the distributions to be made pursuant hereto on account of such Claims will not be subject to set off by the Debtors or the Reorganized Debtors pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, and the Debtors and the Reorganized Debtors hereby waive any and all rights of set-off against such Claims.

## ARTICLE VIII.

### PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS

#### A. *Resolution of Disputed Claims and Equity Interests*

##### 1. Allowance of Claims

After the Effective Date, and except as otherwise provided in this Plan, the Reorganized Debtors shall have and shall retain any and all available rights and defenses that the Debtors had with respect to any Claim, including, without limitation, the right to assert any objection to Claims based on the limitations imposed by section 502 or section 510 of the Bankruptcy Code. The Debtors and the Reorganized Debtors may contest the amount and validity of any Disputed Claim in the ordinary course of business in the manner and venue in which such Claim would have been determined, resolved or adjudicated if the Chapter 11 Cases had not been commenced.

##### 2. Prosecution of Objections to Claims

After the Confirmation Date but before the Effective Date, the Debtors (with the consent of the Required Consenting Noteholders), and after the Effective Date, the Reorganized Debtors, shall have the authority to File objections to Claims (other than those that are Allowed under this Plan) and settle, compromise, withdraw or litigate to judgment objections to any and all such Claims, regardless of whether such Claims are in an Unimpaired Class or otherwise; provided, however, that this provision shall not apply to Professional Fee Claims, which may be objected to by any party-in-interest in these Chapter 11 Cases. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without any further notice to or action, order or approval of the Bankruptcy Court. The Reorganized Debtors shall have the sole authority to administer and adjust the Claims Register and their respective books and records to reflect any such settlements or compromises without any further notice to or action, order or approval of the Bankruptcy Court.

##### 3. Claims Estimation

After the Confirmation Date but before the Effective Date, the Debtors (with the consent of the Required Consenting Noteholders), and after the Effective Date, the Reorganized Debtors may at any time request that the Bankruptcy Court estimate any Disputed Claim or contingent or unliquidated Claim pursuant to applicable law, including, without limitation, section 502(c) of the Bankruptcy Code, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any such Claim, whether for allowance or to determine the maximum amount of such Claim, including during the litigation concerning any objection to any Claim or during the pendency of any appeal relating to any such objection. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and not exclusive of one another.

Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court. The rights and objections of all parties are reserved in connection with any such estimation.

#### 4. No Filings of Proofs of Claim

Except as otherwise provided in this Plan, Holders of Claims, including the Prepetition Notes Indenture Trustee with respect to the Prepetition Notes Indentures and the Prepetition Notes and the DIP Agent with respect to the DIP Super-Priority Claims, shall not be required to File a proof of Claim, and no such parties should File a proof of Claim; provided that Holders of General Unsecured Claims against Parent only shall be required to file a proof of claim pursuant to separate bar date procedures to be provided to such parties by the Debtors. Other than with respect to the General Unsecured Claims against Parent only, the Debtors do not intend to object in the Bankruptcy Court to the allowance of Claims Filed; provided, however, that the Debtors and the Reorganized Debtors, as applicable, reserve the right to object to any Claim or Equity Interest that is entitled, or deemed to be entitled, to a distribution under this Plan or is rendered Unimpaired under this Plan. Instead, the Debtors intend to make distributions, as required by this Plan, in accordance with the books and records of the Debtors. Unless disputed by a Holder of a Claim, the amount set forth in the books and records of the Debtors shall constitute the amount of the Allowed Claim of such Holder. If any such Holder of a Claim disagrees with the Debtors' books and records with respect to the Allowed amount of such Holder's Claim, such Holder must so advise the Debtors in writing, in which event the Claim shall become a Disputed Claim. The Debtors intend to attempt to resolve any such disputes consensually or through judicial means outside the Bankruptcy Court subject to the consent of the Required Consenting Noteholders. Nevertheless, the Debtors may, in their discretion and with the consent of the Required Consenting Noteholders, File with the Bankruptcy Court (or any other court of competent jurisdiction) an objection to the allowance of any Claim or any other appropriate motion or adversary proceeding with respect thereto. All such objections shall be litigated to Final Order; provided, however, that the Debtors may, with the consent of the Required Consenting Noteholders, compromise, settle, withdraw or resolve by any other method approved by the Bankruptcy Court any objections to Claims.

#### *B. No Distributions Pending Allowance*

Notwithstanding any other provision of this Plan to the contrary, no payments or distributions of any kind or nature shall be made with respect to all or any portion of a Disputed Claim unless and until all objections to such Disputed Claim have been settled (with the consent of the Required Consenting Noteholders) or withdrawn or have been determined by Final Order, and the Disputed Claim is or becomes Allowed by Final Order; provided, however, that notwithstanding the foregoing, payments or distributions under this Plan to Holders of Allowed Prepetition Notes Claims will be made in full on the Effective Date, regardless of whether such Holders hold any Disputed Claims.

#### *C. Distributions on Account of Disputed Claims Once They Are Allowed*

The Reorganized Debtors or other applicable Distribution Agent shall make distributions on account of any Disputed Claim that has become Allowed after the Effective Date at such time



that such Claim becomes Allowed (or as soon as reasonably practicable thereafter). Such distributions shall be made pursuant to the applicable provisions of Article VII of this Plan.

*D. Reserve for Disputed Claims*

The Debtors, the Reorganized Debtors, and the Distribution Agent may establish such appropriate reserves for Disputed Claims in the applicable Class(es) as they determine necessary and appropriate, in each case with the consent of the Required Consenting Noteholders or as approved by order of the Bankruptcy Court. Without limiting the foregoing, reserves (if any) for Disputed Claims shall equal, as applicable, an amount of property equal to 100% of distributions to which Holders of Disputed Claims in each applicable Class would otherwise be entitled under this Plan as of such date if such Disputed Claims were Allowed based on the Debtors' books and records; provided, however, that the Debtors and the Reorganized Debtors, as applicable, shall have the right to file a motion seeking to estimate any Disputed Claims.

## ARTICLE IX.

### CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

*A. Conditions Precedent to Confirmation*

Unless satisfied or waived pursuant to the provisions of Article IX.C hereof, the following are conditions precedent to Confirmation of this Plan.

1. This Plan and the Restructuring Documents are in form and substance reasonably acceptable to the Debtors and the Required Consenting Noteholders;
2. The Confirmation Order has been entered by the clerk of the Bankruptcy Court, and such order is in form and substance consistent in all respects with the Restructuring Term Sheet and the Restructuring Support Agreement and otherwise reasonably acceptable to the Debtors and to the Required Consenting Noteholders; and
3. The Restructuring Support Agreement is in full force and effect and has not been validly terminated in accordance with its terms, and no event has occurred or action has been taken that, with the passage of time or the giving of notice, would permit the Required Consenting Noteholders to terminate the Restructuring Support Agreement.

*B. Conditions Precedent to Consummation*

Unless satisfied or waived pursuant to the provisions of Article IX.C hereof, the following are conditions precedent to Consummation of this Plan.

1. The Confirmation Order has become a Final Order and such order has not been amended, modified, vacated, stayed, or reversed;
2. The Bankruptcy Court has entered one or more Final Orders (which may include the Confirmation Order), in form and substance reasonably acceptable to the Debtors and Required Consenting Noteholders, authorizing the assumption, assumption and assignment and rejection of

the Executory Contracts and Unexpired Leases by the Debtors as contemplated in this Plan and the Plan Supplement;

3. This Plan and the Restructuring Documents have not been amended or modified other than in a manner in form and substance consistent in all respects with the Restructuring Term Sheet, and otherwise reasonably acceptable to the Debtors and the Required Consenting Noteholders;

4. The Restructuring Documents (including the Exit Facility Loan Documents) have been filed, tendered for delivery, and have been effectuated or executed by all Persons and Entities party thereto (as appropriate), and in each case in full force and effect, each to the extent required prior to Consummation. All conditions precedent to the effectiveness of such Restructuring Documents, including, without limitation, the Exit Facility Credit Agreements, have been satisfied or waived pursuant to the terms of such applicable Restructuring Documents (or shall be satisfied concurrently with the occurrence of the Effective Date) and such agreements have closed or shall close simultaneously with the effectiveness of this Plan;

5. The Debtors have received, or concurrently with the occurrence of the Effective Date shall receive (a) an Exit ABL Facility on terms and conditions acceptable to the Required Consenting Noteholders, and/or (b) the Exit DDTL Facility;

6. The Amended/New Corporate Governance Documents have become effective or shall become effective concurrently with the effectiveness of this Plan;

7. All consents, actions, documents, certificates and agreements necessary to implement this Plan and the transactions contemplated by this Plan have been, as applicable, obtained and not otherwise subject to unfulfilled conditions, effected or executed and delivered to the required parties and, to the extent required, filed with the applicable governmental units in accordance with applicable laws, and in each case in full force and effect;

8. All governmental approvals and consents, including Bankruptcy Court approval, that are applicable and legally required for the consummation of this Plan have been obtained, not be subject to unfulfilled conditions and be in full force and effect;

9. The New Board has been selected in accordance with the Restructuring Support Agreement;

10. The Restructuring Support Agreement is in full force and effect and has not been terminated in accordance with its terms, and no event has occurred or action has been taken that, with the passage of time or the giving of notice, would permit the Required Consenting Noteholders to terminate the Restructuring Support Agreement;

11. The Professional Fee Claim Reserve has been funded in full in Cash by the Debtors in accordance with the terms and conditions of this Plan;

12. To the extent invoiced, all Ad Hoc Noteholder Group Fees and Expenses and Prepetition Notes Indenture Trustee Fees and Expenses have been paid in full in Cash;



13. There shall be no ruling, judgment, or order issued by any Governmental Unit making illegal, enjoining or otherwise preventing or prohibiting the consummation of the Restructuring Transactions, unless such ruling, judgment, or order has been stayed, reversed or vacated within three (3) Business Days after such issuance;

14. There shall be no material litigation or investigation by any Governmental Unit involving the Debtors as of the Effective Date that has had, or would reasonably be expected to have, a material adverse effect on the business, financial condition or results of operations of the Reorganized Debtors, taken as a whole; and

15. Since the Petition Date, there shall have been no event, change, effect, occurrence, development, circumstance, condition, result, state of fact or change of fact (each, an “Event”) that, individually or together with all other Events, has had, or would reasonably be expected to have, a material adverse effect on either the business, operations, finances, properties, condition (financial or otherwise), assets or liabilities of the Debtors, taken as a whole, or the ability of the Debtors taken as a whole, to perform their respective obligations under, or to consummate the Restructuring Transactions; provided, however, that in no case shall any Event arising from, as a result of, or in connection with (a) the public announcement of the Restructuring Support Agreement, this Plan, or any other Restructuring Document, (b) the pursuit or public announcement of the Restructuring Transaction, (c) the commencement or prosecution of the Chapter 11 Cases, or (d) the pursuit of Confirmation or Consummation, be taken into account in determining whether there has been, or would reasonably be expected to be, a material adverse effect for purposes of this Plan.

*C. Waiver of Conditions*

Subject to section 1127 of the Bankruptcy Code, the conditions to Confirmation and Consummation of this Plan set forth in this Article IX may be waived by the Debtors, with the consent of the Required Consenting Noteholders, without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate this Plan. The failure of the Debtors or Reorganized Debtors to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each right shall be deemed an ongoing right that may be asserted at any time.

*D. Effect of Non-Occurrence of Conditions to Confirmation or Consummation*

If the Confirmation or the Consummation of this Plan does not occur with respect to one or more of the Debtors, then this Plan shall, solely with respect to such applicable Debtor or Debtors, be null and void in all respects and nothing contained in this Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims against or Equity Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any Holders or any other Person or Entity; (3) constitute an Allowance of any Claim or Equity Interest; or (4) constitute an admission, acknowledgment, offer or undertaking by the Debtors, any Holders or any other Person or Entity in any respect.

## ARTICLE X.

### RELEASE, DISCHARGE, INJUNCTION AND RELATED PROVISIONS

#### A. *General*

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases and other benefits provided under this Plan, upon the Effective Date, the provisions of this Plan shall constitute a good faith compromise and settlement of all Claims and Equity Interests and controversies resolved pursuant to this Plan. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Equity Interests and controversies, as well as a finding by the Bankruptcy Court that any such compromise or settlement is in the best interests of the Debtors, their Estates, and any Holders of Claims or Equity Interests and is fair, equitable and reasonable.

Notwithstanding anything contained herein to the contrary, the allowance, classification and treatment of all Allowed Claims and Equity Interests and their respective distributions (if any) and treatments hereunder, takes into account the relative priority and rights of the Claims and the Equity Interests in each Class in connection with any contractual, legal and equitable subordination rights relating thereto whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code or otherwise. As of the Effective Date, any and all contractual, legal and equitable subordination rights, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code or otherwise, relating to the allowance, classification and treatment of all Allowed Claims and Equity Interests and their respective distributions (if any) and treatments hereunder, are settled, compromised, terminated and released pursuant hereto; provided, however, that nothing contained herein shall preclude any Person or Entity from exercising their rights pursuant to and consistent with the terms of this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan.

#### B. *Release of Claims and Causes of Action*

1. **Release by the Debtors and their Estates.** Pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, and except as otherwise expressly provided in this Plan, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, the Debtors and the Reorganized Debtors, in their respective individual capacities and as debtors-in-possession, and on behalf of themselves and their respective Estates, including, without limitation, any successor to the Debtors or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code (collectively, the "**Debtor Releasing Parties**"), shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Debtor Releasing Parties) and their respective assets and properties (the "**Debtor Release**") from any and all Claims, interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies,

and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors (including the management, ownership or operation thereof) or their Affiliates, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, this Plan, the Plan Supplement, the Restructuring Support Agreement, the Restructuring Documents, the Prepetition Debt Documents, and the DIP Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation, preparation dissemination, entry into, or filing of the Restructuring Support Agreement, this Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, the Prepetition Debt Documents, the DIP Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of this Plan, the solicitation of votes on this Plan or the issuance or distribution of Plan Securities pursuant to this Plan that such Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) or that any Holder of a Claim or Equity Interest or other Person or Entity would have been legally entitled to assert for, or on behalf or in the name of, any Debtor, its respective Estate or any Reorganized Debtor (whether directly or derivatively) against any of the Released Parties; provided, however, that the foregoing provisions of this Debtor Release shall not operate to waive or release (i) the rights of such Debtor Releasing Party to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan (including, without limitation, the Exit Facility Loan Documents) or assumed or assumed and assigned, as applicable, pursuant to this Plan or pursuant to a Final Order of the Bankruptcy Court, (ii) any Causes of Action arising from willful misconduct, fraud, or gross negligence, in each case as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction, and (iii) any claims against the Excluded Parties. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity and the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Article X.B shall or shall be deemed to (i) prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person or Entity that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors and/or (ii) operate as a release or waiver of any Intercompany Claims, in each case unless otherwise expressly provided for in this Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the Claims released by the Debtor Release; (iii) in the best interest of the Debtors and their Estates; (iv) fair, equitable and reasonable; (v) given and made after due notice and opportunity for hearing; and (vi) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any claim or Cause of Action released pursuant to the Debtor Release.

2. **Release By Third Parties.** Except as otherwise expressly provided in this Plan, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor Releasing Parties above, each Non-Debtor Releasing Party (together with the Debtor Releasing Parties, the "**Releasing Parties**") shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Non-Debtor Releasing Parties) and their respective assets and properties (the "**Third Party Release**") from any and all Claims, interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors (including the management, ownership or operation thereof) or their Affiliates, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, this Plan, the Plan Supplement, the Restructuring Support Agreement, the Restructuring Documents, the Prepetition Debt Documents, and the DIP Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation, preparation, dissemination, entry into or filing of the Restructuring Support Agreement, this Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, the Prepetition Debt Documents, the DIP Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of this Plan, the solicitation of votes on this Plan or the issuance or distribution of Plan Securities pursuant to this Plan that such Non-Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties; *provided, however*, that the foregoing provisions of this Third Party Release shall not operate to waive or release (i) the rights of such Non-Debtor Releasing Party to enforce this Plan and the contracts, instruments,

releases, indentures, and other agreements or documents delivered under or in connection with this Plan (including, without limitation, the Exit Facility Loan Documents) or assumed or assumed and assigned, as applicable, pursuant to this Plan or pursuant to a Final Order of the Bankruptcy Court or (ii) any Causes of Action arising from willful misconduct, fraud, or gross negligence, in each case as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity and the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third Party Release.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third Party Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Third Party Release is: (i) consensual; (ii) essential to the confirmation of this Plan; (iii) in exchange for the good and valuable consideration provided by the Released Parties; (iv) a good faith settlement and compromise of the Claims released by the Third Party Release; (v) in the best interest of the Debtors and all Holders of Claims and Equity Interests; (vi) fair, equitable and reasonable; (vii) given and made after due notice and opportunity for hearing; and (viii) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third Party Release.

*C. Waiver of Statutory Limitations on Releases*

Each of the Releasing Parties in each of the releases contained above expressly acknowledges that although ordinarily a general release may not extend to Claims which the Releasing Party does not know or suspect to exist in its favor, which if known by it may have materially affected its settlement with the party released, they have carefully considered and taken into account in determining to enter into the above releases the possible existence of such unknown losses or claims. Without limiting the generality of the foregoing, each Releasing Party expressly waives any and all rights conferred upon it by any statute or rule of law which provides that a release does not extend to claims which the claimant does not know or suspect to exist in its favor at the time of providing the release, which if known by it may have materially affected its settlement with the released party. The releases contained in this Plan are effective regardless of whether those released matters are presently known, unknown, suspected or unsuspected, foreseen or unforeseen.

*D. Discharge of Claims and Equity Interests*

To the fullest extent provided under section 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code, except as otherwise expressly provided by this Plan (including, without limitation, Article V.D and V.E of this Plan) or the Confirmation Order, effective as of the Effective Date, all consideration distributed under this Plan shall be in exchange for, and in complete satisfaction, settlement, discharge, and release of, all Claims, Equity Interests and Causes of Action of any kind or nature whatsoever against the Debtors and the Reorganized Debtors or any of their respective assets or properties, including any interest accrued on such Claims or Equity



Interests from and after the Petition Date, and regardless of whether any property shall have been abandoned by order of the Bankruptcy Court, distributed or retained pursuant to this Plan on account of such Claims, Equity Interests or Causes of Action.

Except as otherwise expressly provided by this Plan (including, without limitation, Article V.D and V.E of this Plan) or the Confirmation Order, upon the Effective Date, the Debtors and their Estates shall be deemed discharged and released under and to the fullest extent provided under sections 524 and 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code from any and all Claims of any kind or nature whatsoever, including, but not limited to, demands and liabilities that arose before the Confirmation Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code. Such discharge shall void any judgment obtained against the Debtors or the Reorganized Debtors at any time, to the extent that such judgment relates to a discharged Claim.

Except as otherwise expressly provided by this Plan (including, without limitation, Article V.D and V.E of this Plan) or the Confirmation Order, upon the Effective Date: (i) the rights afforded herein and the treatment of all Claims and Equity Interests shall be in exchange for and in complete satisfaction, settlement, discharge, and release of all Claims and Equity Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtors or any of their respective assets, property, or Estates; (ii) all Claims and Equity Interests shall be satisfied, discharged, and released in full, and each of the Debtors' liability with respect thereto shall be extinguished completely without further notice or action; and (iii) all Persons and Entities shall be precluded from asserting against the Debtors, the Estates, the Reorganized Debtors, each of their respective successors and assigns, and each of their respective assets and properties, any such Claims or Equity Interests, whether based upon any documents, instruments or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date or otherwise.

#### *E. Exculpation*

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any claims or Causes of Action arising prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of this Plan, the Disclosure Statement, the Restructuring Documents, the DIP Documents, or any contract, instrument, release or other agreement or document created or entered into in connection with this Plan, including the Restructuring Support Agreement, or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or Consummation of this Plan; provided, however, that the foregoing provisions of this exculpation shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, fraud, or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of any Person or Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with this Plan or assumed pursuant to this Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon

the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions. The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity. Notwithstanding the foregoing, nothing in this Article X.E shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person or Entity that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in this Plan.

*F. Preservation of Causes of Action*

1. Maintenance of Causes of Action

Except as otherwise provided in this Article X (including, without limitation, and for the avoidance of doubt, the Releases contained in Article X.B and Exculpation contained in Article X.E hereof) or elsewhere in this Plan or the Confirmation Order, after the Effective Date, the Reorganized Debtors shall retain all rights to commence, pursue, litigate or settle, as appropriate, any and all Retained Litigation Claims, whether existing as of the Petition Date or thereafter arising, in any court or other tribunal including, without limitation, in an adversary proceeding Filed in the Chapter 11 Cases. The Reorganized Debtors, as the successors-in-interest to the Debtors and the Estates, may, and shall have the exclusive right to, enforce, sue on, settle, compromise, transfer or assign (or decline to do any of the foregoing) any or all of such Retained Litigation Claims without notice to or approval from the Bankruptcy Court.

2. Preservation of All Causes of Action Not Expressly Settled or Released

The Debtors expressly reserve all Causes of Action and Retained Litigation Claims for later adjudication by the Debtors or the Reorganized Debtors (including, without limitation, Causes of Action and Retained Litigation Claims not specifically identified or of which the Debtors may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time or facts or circumstances that may change or be different from those the Debtors now believe to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such Causes of Action or Retained Litigation Claims upon or after the Confirmation or Consummation of this Plan based on the Disclosure Statement, this Plan or the Confirmation Order, except in each case where such Causes of Action or Retained Litigation Claims have been expressly waived, relinquished, released, compromised or settled in this Plan (including, without limitation, and for the avoidance of doubt, the Releases contained in Article X.B and Exculpation contained in Article X.E hereof) or any other Final Order (including, without limitation, the Confirmation Order). In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which any of the Debtors are a plaintiff, defendant or an interested party, against any Person or Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits.



No Person or Entity may rely on the absence of a specific reference in this Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action or Retained Litigation Claim against them as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action or Retained Litigation Claim against them. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action and Retained Litigation Claim against any Person or Entity, except as otherwise expressly provided in this Plan or the Confirmation Order (including, without limitation, and for the avoidance of doubt, the Releases contained in Article X.B and Exculpation contained in Article X.E hereof).

*G. Injunction*

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER, FROM AND AFTER THE EFFECTIVE DATE, ALL PERSONS AND ENTITIES ARE, TO THE FULLEST EXTENT PROVIDED UNDER SECTION 524 AND OTHER APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, PERMANENTLY ENJOINED FROM (I) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY SUIT, ACTION OR OTHER PROCEEDING; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER; (III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE; (IV) ASSERTING A SETOFF OR RIGHT OF SUBROGATION OF ANY KIND; OR (V) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, IN EACH CASE ON ACCOUNT OF OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, EQUITY INTEREST, OR REMEDY RELEASED OR TO BE RELEASED, EXCULPATED OR TO BE EXCULPATED, SETTLED OR TO BE SETTLED OR DISCHARGED OR TO BE DISCHARGED PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER AGAINST ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED). ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASES UNDER SECTION 105 OR SECTION 362 OF THE BANKRUPTCY CODE, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE, SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE.**

*H. Binding Nature Of Plan*

**ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THIS PLAN SHALL BIND, AND SHALL BE DEEMED BINDING UPON, THE DEBTORS, THE REORGANIZED DEBTORS, ANY AND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS, ALL PERSONS AND ENTITIES THAT ARE PARTIES TO OR ARE SUBJECT TO THE SETTLEMENTS, COMPROMISES, RELEASES, EXCULPATIONS, DISCHARGES, AND INJUNCTIONS DESCRIBED IN THIS PLAN, EACH PERSON AND ENTITY ACQUIRING PROPERTY UNDER THIS PLAN, ANY AND ALL NON-DEBTOR PARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES WITH THE DEBTORS AND THE RESPECTIVE SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING, TO**

**THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING WHETHER OR NOT SUCH PERSON OR ENTITY (I) SHALL RECEIVE OR RETAIN ANY PROPERTY, OR INTEREST IN PROPERTY, UNDER THIS PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THIS PLAN, AFFIRMATIVELY VOTED TO REJECT THIS PLAN OR IS CONCLUSIVELY DEEMED TO REJECT THIS PLAN.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE INJUNCTION DOES NOT ENJOIN ANY PARTY UNDER THE RESTRUCTURING SUPPORT AGREEMENT OR THIS PLAN OR UNDER ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE INCLUDED IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN.**

*I. Protection Against Discriminatory Treatment*

To the extent provided by section 525 of the Bankruptcy Code and the Supremacy Clause of the United States Constitution, all Persons and Entities, including Governmental Units, shall not discriminate against the Reorganized Debtors or deny, revoke, suspend or refuse to renew a license, permit, charter, franchise or other similar grant to, condition such a grant to, discriminate with respect to such a grant, against the Reorganized Debtors, or another Person or Entity with whom the Reorganized Debtors have been associated, solely because any Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge) or has not paid a debt that is dischargeable in the Chapter 11 Cases.

*J. Integral Part of Plan*

Each of the provisions set forth in this Plan with respect to the settlement, release, discharge, exculpation, and injunction for or with respect to Claims and/or Causes of Action are an integral part of this Plan and essential to its implementation. Accordingly, each Person or Entity that is a beneficiary of such provision shall have the right to independently seek to enforce such provision and such provision may not be amended, modified, or waived after the Effective Date without the prior written consent of such beneficiary.

## **ARTICLE XI.**

### **RETENTION OF JURISDICTION**

Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, on and after the Effective Date, retain exclusive jurisdiction over the Chapter 11 Cases and all Persons and Entities with respect to all matters related to the Chapter 11 Cases, the Debtors and this Plan as legally permissible, including, without limitation, jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Equity Interest, including, without limitation, the

resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of any such Claim or Equity Interest;

2. grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or this Plan, for periods ending on or before the Effective Date; provided, however, that, from and after the Effective Date, the Reorganized Debtors may pay Professionals in the ordinary course of business for any work performed after the Effective Date and such payment shall not be subject to the approval of the Bankruptcy Court;

3. resolve any matters related to the assumption, assignment or rejection of any Executory Contract or Unexpired Lease and to adjudicate and, if necessary, liquidate, any Claims arising therefrom, including, without limitation, those matters related to any amendment to this Plan after the Effective Date to add Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed or rejected (as applicable);

4. resolve any issues related to any matters adjudicated in the Chapter 11 Cases;

5. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of this Plan;

6. decide or resolve any motions, adversary proceedings, contested or litigated matters and any other Causes of Action that are pending as of the Effective Date or that may be commenced in the future, and grant or deny any applications involving the Debtors that may be pending on the Effective Date or instituted by the Reorganized Debtors after the Effective Date, provided, however, that the Reorganized Debtors shall reserve the right to commence actions in all appropriate forums and jurisdictions;

7. enter such orders as may be necessary or appropriate to implement or consummate the provisions of this Plan and all other contracts, instruments, releases, indentures and other agreements or documents adopted in connection with this Plan, the Plan Supplement or the Disclosure Statement;

8. resolve any cases, controversies, suits or disputes that may arise in connection with the Consummation, interpretation or enforcement of this Plan or any Person or Entity's obligations incurred in connection with this Plan;

9. hear and determine all Causes of Action that are pending as of the Effective Date or that may be commenced in the future;

10. issue injunctions and enforce them, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person or Entity with Consummation or enforcement of this Plan;

11. enforce the terms and conditions of this Plan, the Confirmation Order, and the Restructuring Documents;

12. resolve any cases, controversies, suits or disputes with respect to the Release, the Exculpation, the indemnification and other provisions contained in Article X hereof and enter such

orders or take such others actions as may be necessary or appropriate to implement or enforce all such provisions;

13. hear and determine all Retained Litigation Claims;

14. enter and implement such orders or take such other actions as may be necessary or appropriate if the Confirmation Order is modified, stayed, reversed, revoked or vacated;

15. resolve any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, the Confirmation Order or any release or exculpation adopted in connection with this Plan; and

16. enter an order concluding or closing the Chapter 11 Cases.

Notwithstanding the foregoing, (i) any dispute arising under or in connection with any Exit Facility or any other contract or agreement binding on the Reorganized Debtors that contains provisions governing jurisdiction for litigation of disputes thereunder shall be addressed in accordance with the provisions of the applicable document and (ii) if the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in this Article of this Plan, the provisions of this Article XI shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

## ARTICLE XII.

### MISCELLANEOUS PROVISIONS

#### *A. Substantial Consummation*

“Substantial Consummation” of this Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Effective Date.

#### *B. Payment of Statutory Fees; Post-Effective Date Fees and Expenses*

All fees payable pursuant to section 1930(a) of the Judicial Code, as determined by the Bankruptcy Court at a hearing pursuant to section 1128 of the Bankruptcy Code to the extent necessary, shall be paid by each of the Debtors or the Reorganized Debtors (or the Distribution Agent on behalf of each of the Debtors or Reorganized Debtors), as applicable, for each quarter (including any fraction thereof) until the earliest to occur of the entry of (a) a final decree closing such Debtor’s Chapter 11 Case, (b) an order dismissing such Debtor’s Chapter 11 Case, or (c) an order converting such Debtor’s Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code.

The Reorganized Debtors may pay the liabilities and charges that they incur on or after the Effective Date for Professionals’ fees, disbursements, expenses, or related support services (including reasonable fees, costs and expenses incurred by Professionals relating to the preparation of interim and final fee applications and obtaining Bankruptcy Court approval thereof) in the ordinary course of business and without application or notice to, or order of, the Bankruptcy Court,

including, without limitation, the reasonable fees, expenses, and disbursements of the Distribution Agents and the fees, costs and expenses incurred by Professionals in connection with the implementation, enforcement and Consummation of this Plan and the Restructuring Documents.

*C. Statutory Committee*

On the Effective Date, the current and former members of the Committee, if any, and their respective officers, employees, counsel, advisors and agents, shall be released and discharged of and from all further authority, duties, responsibilities and obligations related to and arising from and in connection with the Chapter 11 Cases and the Committee shall dissolve. Following the completion of the Committee's remaining duties set forth above, the Committee shall be dissolved, and the retention or employment of the Committee's respective attorneys, accountants and other agents shall terminate without further notice to, or action by, any Person or Entity.

*D. Conflicts*

In the event that a provision of the Restructuring Documents or the Disclosure Statement (including any and all exhibits and attachments thereto) conflicts with a provision of this Plan or the Confirmation Order, the provision of this Plan and the Confirmation Order (as applicable) shall govern and control to the extent of such conflict. In the event that a provision of this Plan conflicts with a provision of the Confirmation Order, the provision of the Confirmation Order shall govern and control to the extent of such conflict.

*E. Modification of Plan*

Effective as of the date hereof and subject to the limitations and rights contained in this Plan: (a) the Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify this Plan prior to the entry of the Confirmation Order in a way that is in form and substance consistent in all material respects with the Restructuring Term Sheet and otherwise reasonably acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement, in accordance with section 1127(a) of the Bankruptcy Code; and (b) after the entry of the Confirmation Order, the Debtors or the Reorganized Debtors, as applicable, may, upon order of the Bankruptcy Court, amend or modify this Plan in a way that is in form and substance consistent in all material respects with the Restructuring Term Sheet and otherwise acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement, in accordance with section 1127(b) of the Bankruptcy Code or to remedy any defect or omission or reconcile any inconsistency in this Plan in such manner as may be necessary to carry out the purpose and intent of this Plan. A Holder of a Claim that has accepted this Plan shall be presumed to have accepted this Plan, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such Holder.

*F. Revocation or Withdrawal of Plan*

The Debtors reserve the right to revoke or withdraw this Plan prior to the Effective Date and/or to File subsequent chapter 11 plans, with respect to one or more of the Debtors; provided that any rights under the Restructuring Support Agreement, including any consent rights contained therein, shall remain unaffected. If the Debtors revoke or withdraw this Plan, or if Confirmation

or Consummation of this Plan does not occur with respect to one or more of the Debtors, then with respect to the applicable Debtor or Debtors for which this Plan was revoked or withdrawn or for which Confirmation or Consummation of this Plan did not occur: (1) this Plan shall be null and void in all respects; (2) any settlement or compromise embodied in this Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected by this Plan and any document or agreement executed pursuant hereto shall be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (3) nothing contained in this Plan shall: (a) constitute a waiver or release of any Claims by or against, or any Equity Interests in, the applicable Debtors or any other Person or Entity; (b) prejudice in any manner the rights of the applicable Debtors or any other Person or Entity; or (c) constitute an admission, acknowledgement, offer or undertaking of any sort by the applicable Debtors or any other Person or Entity.

*G. Successors and Assigns*

This Plan shall be binding upon and inure to the benefit of the Debtors, the Reorganized Debtors, all present and former Holders of Claims and Equity Interests, other parties-in-interest, and their respective heirs, executors, administrators, successors, and assigns. The rights, benefits, and obligations of any Person or Entity named or referred to in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor, or assign of such Person or Entity.

*H. Reservation of Rights*

Except as expressly set forth herein, this Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order and this Plan is Consummated. Neither the filing of this Plan, any statement or provision contained herein, nor the taking of any action by the Debtors or any other Person or Entity with respect to this Plan shall be or shall be deemed to be an admission or waiver of any rights of: (1) the Debtors with respect to the Holders of Claims or Equity Interests or other Person or Entity; or (2) any Holder of a Claim or an Equity Interest or other Person or Entity prior to the Effective Date.

*I. Further Assurances*

The Debtors or the Reorganized Debtors, as applicable, all Holders of Claims receiving distributions hereunder and all other Persons and Entities shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan or the Confirmation Order.

*J. Severability*

If, prior to the Confirmation Date, any term or provision of this Plan is determined by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan,



as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

*K. Service of Documents*

Any notice, direction or other communication given regarding the matters contemplated by this Plan (each, a “**Notice**”) must be in writing, sent by personal delivery, electronic mail, courier or facsimile and addressed as follows:

**If to the Debtors:**

Superior Energy Services, Inc.  
1001 Louisiana Street, Suite 2900  
Houston, Texas 77002  
Attn: William B. Masters  
Email: bill.masters@superiorenergy.com

with a copy to:

Latham & Watkins LLP  
885 Third Avenue  
New York, NY 10022  
Attn: Keith A. Simon and George Klidonas  
Direct Dial: (212) 906-1200  
Fax: (212) 751-4864  
Email: keith.simon@lw.com and george.klidonas@lw.com

**If to the Ad Hoc Noteholder Group:**

Davis Polk & Wardwell LLP  
405 Lexington Ave.  
New York, NY 10017  
Attn: Damian S. Schaible and Adam L. Shpeen  
Direct Dial: (212) 450-4000  
Fax: (212) 701-5800  
Email: damian.schaible@davispolk.com and  
adam.shpeen@davispolk.com

A Notice is deemed to be given and received (a) if sent by personal delivery or courier, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day, or (b) if sent by facsimile, on the Business Day following the date of confirmation of transmission by the originating facsimile, or (c) if sent by electronic mail, when the sender receives an email from the recipient acknowledging receipt, provided that an automatic “read receipt” does not constitute acknowledgment of an email for purposes of this Section. Any party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any element of a party’s address that is not specifically changed in a Notice shall be assumed not to be changed. Sending a copy of a Notice to a party’s legal counsel as contemplated above is for information purposes only and does not



constitute delivery of the Notice to that party. The failure to send a copy of a Notice to legal counsel does not invalidate delivery of that Notice to a party.

*L. Exemption from Transfer Taxes Pursuant to Section 1146(a) of the Bankruptcy Code*

Pursuant to and to the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any issuance, transfer, or exchange of a security, or the making or delivery of an instrument of transfer of property, pursuant to or in connection with this Plan or the Restructuring Documents shall not be subject to any Stamp or Similar Tax or governmental assessment in the United States or by any other Governmental Unit, and the Confirmation Order shall direct the appropriate federal, state or local (domestic or foreign) governmental officials or agents to forgo the collection of any such Stamp or Similar Tax or governmental assessment and to accept for filing and recordation instruments or other documents evidencing such action or event without the payment of any such Stamp or Similar Tax or governmental assessment. Such exemption specifically applies, without limitation, to (i) all actions, agreements and documents necessary to evidence and implement the provisions of, transactions contemplated by and the distributions to be made under this Plan or the Restructuring Documents, (ii) the issuance and distribution of the New Common Stock or Plan Securities and Documents, and (iii) the maintenance or creation of security interests or any Lien as contemplated by this Plan or the Restructuring Documents.

*M. Governing Law*

Except to the extent that the Bankruptcy Code, the Bankruptcy Rules or other federal law is applicable, or to the extent that a Restructuring Document or an exhibit or schedule to this Plan provides otherwise, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, the laws of New York, without giving effect to the principles of conflicts of law of such jurisdiction.

*N. Tax Reporting and Compliance*

The Reorganized Debtors are hereby authorized, on behalf of the Debtors, to request an expedited determination under section 505(b) of the Bankruptcy Code of the tax liability of the Debtors for all taxable periods ending after the Petition Date through and including the Effective Date.

*O. Exhibits and Schedules*

All exhibits and schedules to this Plan, including the Exhibits and Plan Schedules, are incorporated herein and are a part of this Plan as if set forth in full herein.

*P. No Strict Construction*

This Plan is the product of extensive discussions and negotiations between and among, *inter alia*, the Debtors, the Consenting Noteholders, and their respective professionals. Each of the foregoing was represented by counsel of its choice who either participated in the formulation and documentation of, or was afforded the opportunity to review and provide comments on, this Plan, the Disclosure Statement, the Exhibits and the Plan Schedules, and the agreements and documents ancillary or related thereto. Accordingly, unless explicitly indicated otherwise, the general rule of contract construction known as “*contra proferentem*” or other rule of strict

construction shall not apply to the construction or interpretation of any provision of this Plan, the Disclosure Statement, the Exhibits or the Plan Schedules, or the documents ancillary and related thereto.

*Q. Entire Agreement*

Except as otherwise provided herein or therein, this Plan and the Restructuring Documents supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan and the Restructuring Documents.

*R. Closing of Chapter 11 Cases*

The Reorganized Debtors shall, promptly after the full administration and Consummation of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

*S. 2002 Notice Parties*

After the Effective Date, the Debtors and the Reorganized Debtors, as applicable, are authorized to limit the list of Persons and Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Persons and Entities who have Filed a renewed request after the Confirmation Hearing to receive documents pursuant to Bankruptcy Rule 2002.

Dated: December 7, 2020

Respectfully submitted,

SUPERIOR ENERGY SERVICES, INC. AND  
ITS AFFILIATE DEBTORS

By: /s/ Westervelt T. Ballard

Title: Chief Financial Officer

**Exhibit 16**

**Certificate of Service re: Prepetition Solicitation**

**IN THE UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

	X	
	:	Chapter 11
In re:	:	
	:	Case No. 20-35812 (DRJ)
SUPERIOR ENERGY SERVICES, INC., <i>et al.</i> , <sup>1</sup>	:	
	:	(Jointly Administered)
Debtors.	:	
	X	

**CERTIFICATE OF SERVICE**

I, Peter Walsh, depose and say that I am employed by Kurtzman Carson Consultants LLC (KCC), the claims and noticing agent for the Debtors in the above-captioned case.

On December 5, 2020, at my direction and under my supervision employees of KCC caused the following documents to be served via Electronic mail to the parties on the service list attached hereto as **Exhibit A**:

- **Solicitation Cover Letter to Holders of Prepetition Notes Claims, dated December 5, 2020** [attached hereto as **Exhibit B**];
- **Disclosure Statement for the Joint Prepackaged Plan of Reorganization for Superior Energy Services, Inc. and Its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code, including the Joint Prepackaged Plan of Reorganization for Superior Energy**

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Superior Energy Services, Inc. (9388), SESI, L.L.C. (4124), Superior Energy Services-North America Services, Inc. (5131), Complete Energy Services, Inc. (9295), Warrior Energy Services Corporation (9424), SPN Well Services, Inc. (2682), Pumpco Energy Services, Inc. (7310), 1105 Peters Road, L.L.C. (4198), Connection Technology, L.L.C. (4128), CSI Technologies, LLC (6936), H.B. Rentals, L.C. (7291), International Snubbing Services, L.L.C. (4134), Stabil Drill Specialties, L.L.C. (4138), Superior Energy Services, L.L.C. (4196), Superior Inspection Services, L.L.C. (4991), Wild Well Control, Inc. (3477), Workstrings International, L.L.C. (0390). The Debtors' address is 1001 Louisiana Street, Suite 2900, Houston, Texas 77002.

**Services, Inc. and it's Affiliated Debtors Under Chapter 11 of the Bankruptcy Code**  
[attached hereto as **Exhibit C**];

- **Beneficial Holder Ballot for Classes 5 and 7** [attached hereto as **Exhibit D**]; and,
- **Master Ballot for Classes 5 and 7** [attached hereto as **Exhibit E**]

Dated: December 7, 2020

/s/ Peter Walsh  
Peter Walsh  
KCC  
222 N Pacific Coast Highway, Suite 300  
El Segundo, CA 90245  
Tel. 310.823.9000

## Exhibit A



Company	Email
Ameriprise	GREGORY.A.WRAALSTAD@AMPF.COM
Ameriprise	julie.i.nathe@ampf.com
Ameriprise	penny.l.zalesky@ampf.com
APEX Clearing	Voluntaryteam@ridgeclearing.com
AXOS Clearing	corporate.action@axosclearing.com
Bank of America	Sec_Ops_Corporate_Actions@BankofAmerica.com
Bank of America	jaxreorgprocessing@baml.com
Bank of America	ginette.accineau@bofa.com
Bank of America	earl.weeks@bofa.com
Bank of America	cpactionslitigation@bofa.com
Bank of America	bascorporatereactions@bofasecurities.com
Bank of America DTC #2251	<a href="mailto:tss.corporate.actions@bankofamerica.com">tss.corporate.actions@bankofamerica.com</a>
Bank of America DTC #773 #5198	<a href="mailto:cpactionslitigation@ml.com">cpactionslitigation@ml.com</a>
Bank of America DTC #773 #5198	<a href="mailto:bascorporatereactions@bofasecurities.com">bascorporatereactions@bofasecurities.com</a>
Bank of America DTC #773 #5198	<a href="mailto:corpactionsproxy@ml.com">corpactionsproxy@ml.com</a>
Bank of NY	<a href="mailto:mscarry@bankofny.com">mscarry@bankofny.com</a>
Barclays	<a href="mailto:ANTHONY.SCIARAFFO@BARCLAYS.COM">ANTHONY.SCIARAFFO@BARCLAYS.COM</a>
Barclays	<a href="mailto:nycorpactions@barclays.com">nycorpactions@barclays.com</a>
Barclays #229	<a href="mailto:nyvoluntary@barclays.com">nyvoluntary@barclays.com</a>
BB&T Securities	<a href="mailto:telmore@BBTSecurities.com">telmore@BBTSecurities.com</a>
Bloomberg	<a href="mailto:release@bloomberg.net">release@bloomberg.net</a>
BMO Nesbitt Burns Inc. DTC# 5043	<a href="mailto:Phuthorn.penikett@bmonb.com">Phuthorn.penikett@bmonb.com</a>
BMO Nesbitt Burns Inc. DTC# 5043	<a href="mailto:WMPOClass.Actions@bmo.com">WMPOClass.Actions@bmo.com</a>
BNP Paribas	<a href="mailto:NYK_DG_CORPORATE_ACTION@US.BNPPARIBAS.COM">NYK_DG_CORPORATE_ACTION@US.BNPPARIBAS.COM</a>
BNP Paribas	<a href="mailto:GC_US_CORPORATE_ACTIONS@us.bnpparibas.com">GC_US_CORPORATE_ACTIONS@us.bnpparibas.com</a>
BNP Paribas	<a href="mailto:colin.wheeler@us.bnpparibas.com">colin.wheeler@us.bnpparibas.com</a>
BNY Mellon	<a href="mailto:SCLW@bnymellon.com">SCLW@bnymellon.com</a>
BNY Mellon	<a href="mailto:pgheventcreation@bnymellon.com">pgheventcreation@bnymellon.com</a>
BNY Mellon	<a href="mailto:MITCHEL.SOBEL@BNYMELLON.COM">MITCHEL.SOBEL@BNYMELLON.COM</a>
BNY Mellon	<a href="mailto:SCLW@bnymellon.com">SCLW@bnymellon.com</a>
BNY Mellon #954	<a href="mailto:Theresa.Stanton@bnymellon.com">Theresa.Stanton@bnymellon.com</a>
Brown Brothers	<a href="mailto:njvoluntary@bbh.com">njvoluntary@bbh.com</a>
Brown Brothers	<a href="mailto:bbh.ca.response.team@bbh.com">bbh.ca.response.team@bbh.com</a>
Brown Brothers #10	<a href="mailto:paul.nonnon@bbh.com">paul.nonnon@bbh.com</a>
Brown Brothers #10	<a href="mailto:nj.mandatory.inbox@bbh.com">nj.mandatory.inbox@bbh.com</a>
Brown Brothers #10	<a href="mailto:mavis.luque@bbh.com">mavis.luque@bbh.com</a>
Charles Schwab	<a href="mailto:gloria.yazzie@schwab.com">gloria.yazzie@schwab.com</a>
Charles Schwab #164	<a href="mailto:phxmcb@schwab.com">phxmcb@schwab.com</a>

Company	Email
Charles Schwab #164	<a href="mailto:VoluntarySetup@schwab.com">VoluntarySetup@schwab.com</a>
Citi	<a href="mailto:alex.james.swiderski@citi.com">alex.james.swiderski@citi.com</a>
Citi	<a href="mailto:tampavoluntary@citi.com">tampavoluntary@citi.com</a>
Citi	<a href="mailto:stephanie.m.luckey@citi.com">stephanie.m.luckey@citi.com</a>
Citi	<a href="mailto:maneth.m.chap@citi.com">maneth.m.chap@citi.com</a>
Citi	<a href="mailto:jeffrey.p.irwin@citi.com">jeffrey.p.irwin@citi.com</a>
Citi #908	<a href="mailto:gts.caec.tpa@citi.com">gts.caec.tpa@citi.com</a>
Clearstream International SA	<a href="mailto:ca_mandatory.events@clearstream.com">ca_mandatory.events@clearstream.com</a>
Clearstream International SA	<a href="mailto:ca_luxembourg@clearstream.com">ca_luxembourg@clearstream.com</a>
Clearstream International SA	<a href="mailto:CA_general.events@clearstream.com">CA_general.events@clearstream.com</a>
Comerica	<a href="mailto:corporateactions@comerica.com">corporateactions@comerica.com</a>
Credit Agricole Secs USA Inc. #651	<a href="mailto:CSICorpActions@ca-cib.com">CSICorpActions@ca-cib.com</a>
Credit Suisse Securities	<a href="mailto:LIST.NYREORGANIZATION@CREDIT-SUISSE.COM">LIST.NYREORGANIZATION@CREDIT-SUISSE.COM</a>
Credit Suisse Securities	<a href="mailto:frank.amato@credit-suisse.com">frank.amato@credit-suisse.com</a>
Credit Suisse Securities (USA) LLC #355	<a href="mailto:list.nyevtintgrp@credit-suisse.com">list.nyevtintgrp@credit-suisse.com</a>
Credit Suisse Securities (USA) LLC #355	<a href="mailto:asset.servnotification@credit-suisse.com">asset.servnotification@credit-suisse.com</a>
Crews	<a href="mailto:WINTON@CREWSFS.COM">WINTON@CREWSFS.COM</a>
Davidson	<a href="mailto:dwegner@dadco.com">dwegner@dadco.com</a>
Davidson	<a href="mailto:ksapp@dadco.com">ksapp@dadco.com</a>
Deutsche Bank Securities Inc #573	<a href="mailto:jaxca.notifications@db.com">jaxca.notifications@db.com</a>
E*Trade	<a href="mailto:Mandatoryteam@ridgeclearing.com">Mandatoryteam@ridgeclearing.com</a>
E*Trade	<a href="mailto:courtney.eberhart@etrade.com">courtney.eberhart@etrade.com</a>
Edward Jones	<a href="mailto:gerri.kaempfe@edwardjones.com">gerri.kaempfe@edwardjones.com</a>
Edward Jones	<a href="mailto:jeff.bauche@edwardjones.com">jeff.bauche@edwardjones.com</a>
Euroclear Bank S.A./N.V.	<a href="mailto:eb.ca@euroclear.com">eb.ca@euroclear.com</a>
Euroclear Bank S.A./N.V.	<a href="mailto:ca.omk@euroclear.com">ca.omk@euroclear.com</a>
Financial Information Inc.	<a href="mailto:ReorgNotificationList@fiinet.com">ReorgNotificationList@fiinet.com</a>
Foliofn Investments	<a href="mailto:proxyservices@folioinvesting.com">proxyservices@folioinvesting.com</a>
Goldman Sachs & Co	<a href="mailto:GS-as-ny-proxy@ny.email.gs.com">GS-as-ny-proxy@ny.email.gs.com</a>
Goldman Sachs & Co	<a href="mailto:NewYorkAnncHub@gs.com">NewYorkAnncHub@gs.com</a>
Goldman Sachs & Co	<a href="mailto:Gs-as-ny-reorg@ny.email.gs.com">Gs-as-ny-reorg@ny.email.gs.com</a>
Hilltop Securities	<a href="mailto:Brenda.West@hilltopsecurities.com">Brenda.West@hilltopsecurities.com</a>
Industrial & Commercial Bank	<a href="mailto:corporateactions@icbkfs.com">corporateactions@icbkfs.com</a>
Industrial & Commercial Bank	<a href="mailto:James.kelly@icbkfs.com">James.kelly@icbkfs.com</a>
Ingalls	<a href="mailto:mscura@ingalls.net">mscura@ingalls.net</a>
Interactive Brokers	<a href="mailto:bankruptcy@ibkr.com">bankruptcy@ibkr.com</a>
Interactive Brokers	<a href="mailto:dmarsella@interactivebrokers.com">dmarsella@interactivebrokers.com</a>
Interactive Brokers	<a href="mailto:ibcorpactions@interactivebrokers.com">ibcorpactions@interactivebrokers.com</a>

Company	Email
Janney	<a href="mailto:ReorgContacts@Janney.com">ReorgContacts@Janney.com</a>
Jefferies #019	<a href="mailto:mhardiman@jefferies.com">mhardiman@jefferies.com</a>
Jefferies #019	<a href="mailto:corporate_actions_reorg@jefferies.com">corporate_actions_reorg@jefferies.com</a>
JPMorgan Chase	<a href="mailto:JPM_Dallas_Voluntary_Reorg@jpmchase.com">JPM_Dallas_Voluntary_Reorg@jpmchase.com</a>
JPMorgan Chase	<a href="mailto:JPMorganInformation.Services@jpmorgan.com">JPMorganInformation.Services@jpmorgan.com</a>
JPMorgan Chase	<a href="mailto:jpm.brooklyn.voluntary.coacs@jpmorgan.com">jpm.brooklyn.voluntary.coacs@jpmorgan.com</a>
JPMorgan Chase	<a href="mailto:gus.segnini@jpmchase.com">gus.segnini@jpmchase.com</a>
JPMorgan Chase Bank	<a href="mailto:JPMorganInformation.Services@JPMChase.com">JPMorganInformation.Services@JPMChase.com</a>
JPMorgan Clearing #352	<a href="mailto:Christine.Fahey@jpmorgan.com">Christine.Fahey@jpmorgan.com</a>
JPMorgan Clearing #352	<a href="mailto:Nimeh.Barakat@jpmorgan.com">Nimeh.Barakat@jpmorgan.com</a>
JPMorgan Clearing #352	<a href="mailto:ibdvr.materials@jpmorgan.com">ibdvr.materials@jpmorgan.com</a>
JPMorgan Clearing #352	<a href="mailto:IB_Domestic_Voluntary_Corporate_Actions@jpmorgan.com">IB_Domestic_Voluntary_Corporate_Actions@jpmorgan.com</a>
LPL	<a href="mailto:martha.lang@lpl.com">martha.lang@lpl.com</a>
Mediant Communications	<a href="mailto:CorporateActions@MediantOnline.com">CorporateActions@MediantOnline.com</a>
Mitsubishi UFJ Trust & Banking Corp #2932	<a href="mailto:corporateactions-dl@us.tr.mufig.jp">corporateactions-dl@us.tr.mufig.jp</a>
Morgan Stanley	<a href="mailto:ny.vol.reorg.operations@morganstanley.com">ny.vol.reorg.operations@morganstanley.com</a>
Morgan Stanley	<a href="mailto:Voluntary.Processing@morganstanley.com">Voluntary.Processing@morganstanley.com</a>
Morgan Stanley	<a href="mailto:john.rogan@morganstanley.com">john.rogan@morganstanley.com</a>
Morgan Stanley	<a href="mailto:David.lai@morganstanley.com">David.lai@morganstanley.com</a>
Morgan Stanley #15	<a href="mailto:Jodancy.Mackensy@morganstanley.com">Jodancy.Mackensy@morganstanley.com</a>
Morgan Stanley #15	<a href="mailto:Carol.Sorhaindo-Charlemagne@morganstanley.com">Carol.Sorhaindo-Charlemagne@morganstanley.com</a>
Morgan Stanley #15	<a href="mailto:usproxies@morganstanley.com">usproxies@morganstanley.com</a>
Morgan Stanley #15	<a href="mailto:proxy.balt@morganstanley.com">proxy.balt@morganstanley.com</a>
Morgan Stanley #15	<a href="mailto:cavsdm@morganstanley.com">cavsdm@morganstanley.com</a>
Morgan Stanley #15	<a href="mailto:Raquel.Del.Monte@morganstanley.com">Raquel.Del.Monte@morganstanley.com</a>
Morgan Stanley #15	<a href="mailto:john.falco@morganstanley.com">john.falco@morganstanley.com</a>
Morgan Stanley #15	<a href="mailto:robert.cregan@morganstanley.com">robert.cregan@morganstanley.com</a>
Morgan Stanley #15	<a href="mailto:im-classact@morganstanley.com">im-classact@morganstanley.com</a>
NFS LLC #226	<a href="mailto:reorgvoluntariesdept@fmr.com">reorgvoluntariesdept@fmr.com</a>
NFS LLC #226	<a href="mailto:reorganization@fmr.com">reorganization@fmr.com</a>
Northern Trust Company	<a href="mailto:US_Voluntary_CorpActions@ntrs.com">US_Voluntary_CorpActions@ntrs.com</a>
Northern Trust Company	<a href="mailto:US_CorpActions_Notification@ntrs.com">US_CorpActions_Notification@ntrs.com</a>
Northern Trust Company #2669	<a href="mailto:cs_notifications@ntrs.com">cs_notifications@ntrs.com</a>
Oppenheime	<a href="mailto:reorg@opco.com">reorg@opco.com</a>
OptionsXpress #338	<a href="mailto:proxyservices@optionsxpress.com">proxyservices@optionsxpress.com</a>
Pershing	<a href="mailto:voluntaryprocessing@pershing.com">voluntaryprocessing@pershing.com</a>
Pershing	<a href="mailto:John.Fiore@pershing.com">John.Fiore@pershing.com</a>
Pershing	<a href="mailto:DSalazar@pershing.com">DSalazar@pershing.com</a>

Company	Email
Pershing	<a href="mailto:JColella@pershing.com">JColella@pershing.com</a>
PNC Bank NA #2616	<a href="mailto:caspr@pnc.com">caspr@pnc.com</a>
R W Baird	<a href="mailto:pkuxhaus@rwbaird.com">pkuxhaus@rwbaird.com</a>
R W Baird	<a href="mailto:REORG@rwbaird.com">REORG@rwbaird.com</a>
Raymond James	<a href="mailto:corporateactions@raymondjames.com">corporateactions@raymondjames.com</a>
RBC	<a href="mailto:steve.schafer@rbc.com">steve.schafer@rbc.com</a>
RBC	<a href="mailto:rbcwmreorganization@rbc.com">rbcwmreorganization@rbc.com</a>
Royal Bank of Canada	<a href="mailto:donald.garcia@rbc.com">donald.garcia@rbc.com</a>
Scotia Capital	<a href="mailto:TIM.CORSO@SCOTIACAPITAL.COM">TIM.CORSO@SCOTIACAPITAL.COM</a>
Scotia Capital	<a href="mailto:normita.ramirez@scotiabank.com">normita.ramirez@scotiabank.com</a>
Scotia Capital	<a href="mailto:iss.reorg@scotiabank.com">iss.reorg@scotiabank.com</a>
Scotia Capital	<a href="mailto:tim.corso@scotiacapital.com">tim.corso@scotiacapital.com</a>
Scotia Capital	<a href="mailto:carla.campos@scotiabank.com">carla.campos@scotiabank.com</a>
Scotia Capital	<a href="mailto:beatriz.bayes@scotiabank.com">beatriz.bayes@scotiabank.com</a>
Scotia Capital	<a href="mailto:carol.anderson@scotiabank.com">carol.anderson@scotiabank.com</a>
SEI PV/GWP #2663	<a href="mailto:gwsusopscaincome@seic.com">gwsusopscaincome@seic.com</a>
SEI PV/GWP #2663	<a href="mailto:SPTCCorporateactions@seic.com">SPTCCorporateactions@seic.com</a>
SG Americas Securities	<a href="mailto:PAUL.MITSAKOS@SGCIB.COM">PAUL.MITSAKOS@SGCIB.COM</a>
SIS SegalInterSettle AG	<a href="mailto:ca.notices@six-securities-services.com">ca.notices@six-securities-services.com</a>
Southwest Securities	<a href="mailto:proxy@swst.com">proxy@swst.com</a>
Southwest Securities	<a href="mailto:vallwardt@swst.com">vallwardt@swst.com</a>
State Street Bank and Trust Co #997	<a href="mailto:rjray@statestreet.com">rjray@statestreet.com</a>
State Street Bank and Trust Co #997	<a href="mailto:USCAResearch@statestreet.com">USCAResearch@statestreet.com</a>
State Street Bank and Trust Co #997	<a href="mailto:John.Ashton@statestreet.com">John.Ashton@statestreet.com</a>
State Street Bank and Trust Co #998	<a href="mailto:mpiervil@statestreet.com">mpiervil@statestreet.com</a>
Stifel	<a href="mailto:schadeggg@stifel.com">schadeggg@stifel.com</a>
Stifel	<a href="mailto:danielm@stifel.com">danielm@stifel.com</a>
Stone X	<a href="mailto:re-org/tenders@sterneagee.com">re-org/tenders@sterneagee.com</a>
TD Ameritrade	<a href="mailto:tdnotice@td.com">tdnotice@td.com</a>
The Bank of New York Mellon #901	<a href="mailto:pgheventcreation@bnymellon.com">pgheventcreation@bnymellon.com</a>
The Bank of New York Mellon #901	<a href="mailto:justin.whitehouse@bnymellon.com">justin.whitehouse@bnymellon.com</a>
The Canadian Depository	<a href="mailto:sies-cainfo@cds.ca">sies-cainfo@cds.ca</a>
The Canadian Depository	<a href="mailto:fabrahim@cds.ca">fabrahim@cds.ca</a>
The Depository Trust Co	<a href="mailto:mandatoryreorgannouncements@dtcc.com">mandatoryreorgannouncements@dtcc.com</a>
The Depository Trust Co	<a href="mailto:voluntaryreorgannouncements@dtcc.com">voluntaryreorgannouncements@dtcc.com</a>
The Depository Trust Co	<a href="mailto:MK-CorporateActionsAnnouncements@markit.com">MK-CorporateActionsAnnouncements@markit.com</a>
The Depository Trust Co	<a href="mailto:conversionsandwarrantsannouncements@dtcc.com">conversionsandwarrantsannouncements@dtcc.com</a>
The Depository Trust Co	<a href="mailto:JOSEPH.POZOLANTE@MARKIT.COM">JOSEPH.POZOLANTE@MARKIT.COM</a>

Company	Email
The Depository Trust Co	<a href="mailto:DAVID.BOGGS@MARKIT.COM">DAVID.BOGGS@MARKIT.COM</a>
The Depository Trust Co	<a href="mailto:KEVIN.JEFFERSON@MARKIT.COM">KEVIN.JEFFERSON@MARKIT.COM</a>
The Depository Trust Co	<a href="mailto:cscotto@dtcc.com">cscotto@dtcc.com</a>
The Depository Trust Co	<a href="mailto:legalandtaxnotices@dtcc.com">legalandtaxnotices@dtcc.com</a>
UBS	<a href="mailto:ol-stamfordcorpactions@ubs.com">ol-stamfordcorpactions@ubs.com</a>
UBS	<a href="mailto:sh-vol-caip-na@ubs.com">sh-vol-caip-na@ubs.com</a>
UBS	<a href="mailto:ol-wma-ca-proxy@ubs.com">ol-wma-ca-proxy@ubs.com</a>
UBS	<a href="mailto:sh-wma-caproxyclassactions@ubs.com">sh-wma-caproxyclassactions@ubs.com</a>
UBS	JANE.FLOOD@UBS.COM
UBS #221	<a href="mailto:ol-wma-volcorpactions@ubs.com">ol-wma-volcorpactions@ubs.com</a>
UBS #221	<a href="mailto:ol-wma-vol-caip@ubs.com">ol-wma-vol-caip@ubs.com</a>
UBS Securities LLC #642	<a href="mailto:OL-EVENTMANAGEMENT@ubs.com">OL-EVENTMANAGEMENT@ubs.com</a>
US Bank	trustcorporateactions@usbank.com
US Bank	daniel.crogan@usbank.com
Vanguard	vbs_corporate_actions@vanguard.com
Vanguard	Marc_c_staudenmaier@vanguard.com
Vision Financial Markets #595	<a href="mailto:reorgs@visionfinancialmarkets.com">reorgs@visionfinancialmarkets.com</a>
Wedbush	john.ortiz@wedbush.com
Wells Fargo	reorgdstnotices@wellsfargo.com
Wells Fargo	xspcorporateactions@wellsfargo.com
Wells Fargo	Ops@firstclearing.com
Wells Fargo Advisors	<a href="mailto:corpactionsvoluntary.ops@firstclearing.com">corpactionsvoluntary.ops@firstclearing.com</a>
Wells Fargo Securities	<a href="mailto:corporate.actiongroup@wellsfargo.com">corporate.actiongroup@wellsfargo.com</a>

## Exhibit B

December 5, 2020

**To: ALL HOLDERS OF PREPETITION NOTES CLAIMS AGAINST PARENT IN CLASS 5 AND PREPETITION NOTES CLAIMS AGAINST AFFILIATE DEBTORS IN CLASS 7:<sup>1</sup>**

You are receiving this letter and the enclosed materials because you are a Holder of Prepetition Notes Claims (a “Voting Holder”) in Class 5 and Class 7, as set forth in the Plan (as defined below). As a Voting Holder, you are entitled to, among other things, vote to accept or reject the Plan. *Therefore, you should read this letter and the enclosed materials carefully and discuss them with your attorney. If you do not have an attorney, you may wish to consult one.*

The following enclosed materials that accompany this letter include:

- (i) the Disclosure Statement for the Joint Prepackaged Plan of Reorganization for Superior Energy Services, Inc. and Its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code, dated as of December 5, 2020 (the “Disclosure Statement”);
- (ii) the *Joint Prepackaged Plan of Reorganization for Superior Energy Services, Inc. and Its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code*, dated as of December 5, 2020 (the “Plan”), which is contained in your solicitation package as Exhibit A to the Disclosure Statement; and
- (iii) a ballot including instructions to return your ballot to your Nominee and a return envelope, if applicable.

At this time, Superior Energy Services, Inc. and certain of its subsidiaries and affiliates (collectively, the “Debtors”) have not commenced cases under chapter 11 of the Bankruptcy Code, but are soliciting acceptances of the Plan from “Eligible Holders” (as defined below) of Class 5 and Class 7 Claims only. After the Debtors have commenced their bankruptcy cases, non-Eligible Holders will be solicited through a subsequent mailing. The Debtors expect to file for chapter 11 bankruptcy promptly.

As described in more detail in the Disclosure Statement and Plan, if the Chapter 11 Cases are commenced, the Plan is confirmed, and the Effective Date occurs, then on the Effective Date or as soon as reasonably practicable thereafter:

1. Class 5 – Prepetition Notes Claims Against Parent

- each Holder of an Allowed Prepetition Notes Claim against Parent shall receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim, its Pro Rata share (calculated together with the Claims in Class 6) of the Parent GUC Recovery Cash Pool; *provided* that the Holders of the

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<sup>1</sup> Capitalized terms used but not defined herein will have the meanings set forth in the Plan.



Prepetition Notes Claims against Parent shall waive any distribution from the Parent GUC Recovery Cash Pool.

2. Class 7 – Prepetition Notes Claims Against Affiliate Debtors

- each Holder of an Allowed Prepetition Notes Claim against any Affiliate Debtor shall receive, in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Claim, its Pro Rata share of:
  - the Cash Payout, or
  - solely to the extent that such Holder timely and validly elects to be a Cash Opt-Out Noteholder on the Ballot provided to such Holder or is otherwise deemed to be a Cash Opt-Out Noteholder, (A) 100% of the New Common Stock Pool, subject to dilution from and after the Effective Date on account of the New MIP Equity, and (B), to the extent such Holder is an Accredited Cash Opt-Out Noteholder, Subscription Rights.

**THE DEBTORS STRONGLY URGE YOU TO VOTE IN FAVOR OF THE PLAN.**

**THE DEBTORS BELIEVE THAT CONFIRMATION OF THE PLAN IS IN THE BEST INTERESTS OF ALL HOLDERS OF CLAIMS AND EQUITY INTERESTS AND RECOMMEND THAT ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN VOTE TO ACCEPT THE PLAN. AS PREVIOUSLY ANNOUNCED, HOLDERS OF APPROXIMATELY 85% OF THE COMPANY’S PREPETITION NOTES HAVE ENTERED INTO A RESTRUCTURING SUPPORT AGREEMENT WHEREBY THEY AGREED, FOLLOWING RECEIPT OF A DISCLOSURE STATEMENT, TO VOTE IN FAVOR OF THE PLAN.**

**PLEASE NOTE THAT ONLY “ELIGIBLE HOLDERS” ARE ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN AT THIS TIME.**

**AN “ELIGIBLE HOLDER” IS A PREPETITION NOTEHOLDER THAT CERTIFIES TO THE REASONABLE SATISFACTION OF THE DEBTORS THAT IT IS: (I) FOR PREPETITION NOTEHOLDERS LOCATED IN THE UNITED STATES, A “QUALIFIED INSTITUTIONAL BUYER” (AS DEFINED IN RULE 144A OF THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”)) OR AN “ACCREDITED INVESTOR” (AS DEFINED IN RULE 501 OF REGULATION D OF THE SECURITIES ACT); OR (II) FOR PREPETITION NOTEHOLDERS LOCATED OUTSIDE THE UNITED STATES, A PERSON OTHER THAN A “U.S. PERSON” (AS DEFINED IN RULE 902(K) OF REGULATIONS OF THE SECURITIES ACT) AND NOT PARTICIPATING ON BEHALF OF OR ON ACCOUNT OF A U.S. PERSON.<sup>2</sup>**

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<sup>2</sup> For your reference, the definitions of “accredited investor”, “United States”, “U.S. person” and “qualified institutional buyer” are set forth on Annex A to this letter. Please note that the SEC has adopted amendments to the

You should read carefully all enclosed materials and follow the instructions set forth in the Ballot.

Each creditor should read the Plan and the Disclosure Statement with care. If you are the Holder of a Claim in Class 5 or Class 7 under the Plan, you should also read the instructions attached to the enclosed Ballot for information regarding completing and returning your Ballot. If you have questions regarding voting procedures, you may contact the Voting and Claims Agent at: (888) 802-7207 (Toll Free) (781) 575-2107 (International).

Please follow the voting instructions provided by your Nominee and complete, execute and return your Ballot directly to your Nominee so that it is **actually received** by the Nominee in sufficient time to permit your Nominee to deliver a Master Ballot including your vote to the Voting and Claims Agent by the Voting Deadline.

**PLEASE NOTE THAT THE DEADLINE FOR THE RECEIPT OF BALLOTS IS 5:00 P.M., CENTRAL TIME, ON JANUARY 8, 2021.**

Sincerely,



Superior Energy Services,  
Inc.

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definitions of “accredited investor” and “qualified institutional buyer,” in each case to expand the list of individuals and entities that are eligible to qualify thereunder, which shall become effective as of December 8, 2020.

## Annex A

### DEFINITIONS

“**Accredited Investor**” is defined in Rule 501 of the Securities Act of 1933 as:

- (a) any person who comes within any of the following categories, or who the issuer reasonably believes comes within any of the following categories, at the time of the sale of the securities to that person:
  - (1) Any bank as defined in section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; any insurance company as defined in section 2(13) of the Securities Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
  - (2) Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;
  - (3) Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;
  - (4) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;
  - (5) Any natural person whose individual net worth, or joint net worth with that person's spouse, exceeds \$1,000,000.
    - (i) Except as provided in paragraph (a)(5)(ii) of this section, for purposes of calculating net worth under this paragraph (a)(5):
      - (A) The person's primary residence shall not be included as an asset;

- (B) Indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and
- (C) Indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability;
- (ii) Paragraph (a)(5)(i) of this section will not apply to any calculation of a person's net worth made in connection with a purchase of securities in accordance with a right to purchase such securities, provided that:
  - (A) Such right was held by the person on July 20, 2010;
  - (B) The person qualified as an accredited investor on the basis of net worth at the time the person acquired such right; and
  - (C) The person held securities of the same issuer, other than such right, on July 20, 2010.
- (6) Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;
- (7) Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of the Securities Act; and
- (8) Any entity in which all of the equity owners are accredited investors.

**“Qualified institutional buyer”** is defined in Rule 144A under the Securities Act as:

- (a)
  - (i) any of the following entities, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least US\$100 million in securities of issuers that are not affiliated with the entity:
  - (A) any insurance company as defined in Section 2(a)(13) of the Securities Act; Note: A purchase by an insurance company for one or more of its separate accounts, as defined by Section 2(a)(37) of the U.S. Investment Company Act

of 1940, as amended (the “Investment Company Act”), which are neither registered under Section 8 of the Investment Company Act nor required to be so registered, shall be deemed to be a purchase for the account of such insurance company.

- (B) any investment company registered under the Investment Company Act or any business development company as defined in Section 2(a)(48) of the Investment Company Act;
- (C) any small business investment company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the U.S. Small Business Investment Act of 1958, as amended;
- (D) any plan established and maintained by a U.S. state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees;
- (E) any employee benefit plan within the meaning of Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended;
- (F) any trust fund whose trustee is a bank or trust company and whose participants are exclusively plans of the types identified in subparagraph (a)(i)(D) or (E) above, except trust funds that include as participants individual retirement accounts or H.R. 10 plans;
- (G) any business development company as defined in Section 202(a)(22) of the U.S. Investment Advisers Act of 1940, as amended (the “Investment Advisers Act”);
- (H) any organization described in Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended, corporation (other than a bank as defined in Section 3(a)(2) of the Securities Act or a savings and loan association or other institution referenced in Section 3(a)(5)(A) of the Securities Act or a foreign bank or savings and loan association or equivalent institution), partnership, or Massachusetts or similar business trust; and
- (I) any investment adviser registered under the Investment Advisers Act.
  - (ii) any dealer registered pursuant to Section 15 of the U.S. Securities Exchange Act of 1934, as amended (the “Exchange Act”), acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least US\$10 million of securities of issuers that are not affiliated with the dealer, provided that securities constituting the whole or a part of an unsold allotment to or subscription by a dealer as a participant in a public offering shall not be deemed to be owned by such dealer;
  - (iii) any dealer registered pursuant to Section 15 of the Exchange Act acting in a riskless principal transaction (as defined below) on behalf of a qualified

institutional buyer; Note: A registered dealer may act as agent, on a non-discretionary basis, in a transaction with a qualified institutional buyer without itself having to be a qualified institutional buyer.

(iv) any investment company registered under the Investment Company Act, acting for its own account or for the accounts of other qualified institutional buyers, that is part of a family of investment companies which own in aggregate at least US\$100 million in securities of issuers, other than issuers that are affiliated with the investment company or are part of such family of investment companies. “Family of investment companies” means any two or more investment companies registered under the Investment Company Act, except for a unit investment trust whose assets consist solely of shares of one or more registered investment companies, that have the same investment adviser (or, in the case of unit investment trusts, the same depositor), provided that:

(A) each series of a series company (as defined in Rule 18f-2 under the Investment Company Act) shall be deemed to be a separate investment company; and

(B) investment companies shall be deemed to have the same adviser (or depositor) if their advisers (or depositors) are majority-owned subsidiaries of the same parent, or if one investment company’s adviser (or depositor) is a majority-owned subsidiary of the other investment company’s adviser (or depositor);

(v) any entity, all of the equity owners of which are qualified institutional buyers, acting for its own account or the accounts of other qualified institutional buyers; and

(vi) any bank as defined in Section 3(a)(2) of the Securities Act, any savings and loan association or other institution as referenced in Section 3(a)(5)(A) of the Securities Act, or any foreign bank or savings and loan association or equivalent institution, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least US\$100 million in securities of issuers that are not affiliated with it and that has an audited net worth at least US\$25 million as demonstrated in its latest annual financial statements, as of a date not more than 16 months preceding the date of sale under the rule in the case of a U.S. bank or savings and loan association, and not more than 18 months preceding such date of sale for a foreign bank or savings and loan association or equivalent institution.

(b) In determining the aggregate amount of securities owned and invested on a discretionary basis by an entity, the following instruments and interests shall be excluded: bank deposit notes and certificates of deposit; loan participations; repurchase agreements; securities owned but subject to a repurchase agreement; and currency, interest rate and commodity swaps.



- (c) The aggregate value of securities owned and invested on a discretionary basis by an entity shall be the cost of such securities, except where the entity reports its securities holdings in its financial statements on the basis of their market value, and no current information with respect to the cost of those securities has been published. In the latter event, the securities may be valued at market for purposes of this section.
- (d) In determining the aggregate amount of securities owned by an entity and invested on a discretionary basis, securities owned by subsidiaries of the entity that are consolidated with the entity in its financial statements prepared in accordance with generally accepted accounting principles may be included if the investments of such subsidiaries are managed under the direction of the entity, except that, unless the entity is a reporting company under Section 13 or 15(d) of the Exchange Act, securities owned by such subsidiaries may not be included if the entity itself is a majority-owned subsidiary that would be included in the consolidated financial statements of another enterprise.
- (e) For the purposes of paragraph (a)(iii), “riskless principal transaction” means a transaction in which a dealer buys a security from any person and makes a simultaneous offsetting sale of such security to a qualified institutional buyer, including another dealer acting as riskless principal for a qualified institutional buyer.

“**United States**” is defined in Rule 902(l) of the Securities Act as the United States of America, its territories and possessions, any State of the United States, and the District of Columbia.

“**U.S. person**” is defined in Rule 902(k) of the Securities Act as:

- (a) any natural person resident in the United States;
- (b) any partnership or corporation organized or incorporated under the laws of the United States;
- (c) any estate of which any executor or administrator is a U.S. person;
- (d) any trust of which any trustee is a U.S. person;
- (e) any agency or branch of a foreign entity located in the United States;
- (f) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person;
- (g) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; and
- (h) any partnership or corporation if:



- (i) organized or incorporated under the laws of any foreign jurisdiction; and
- (ii) formed by a U.S. person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) of the Securities Act) who are not natural persons, estates or trusts.

The following are not “U.S. persons”:

- (a) any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States;
- (b) any estate of which any professional fiduciary acting as executor or administrator is a U.S. person if:
  - (i) an executor or administrator of the estate who is not a U.S. person has sole or shared investment discretion with respect to the assets of the estate; and
  - (ii) the estate is governed by foreign law;
- (c) any trust of which any professional fiduciary acting as trustee is a U.S. person, if a trustee who is not a U.S. person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. person;
- (d) an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country;
- (e) any agency or branch of a U.S. person located outside the United States if:
  - (i) the agency or branch operates for valid business reasons; and
  - (ii) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; and
- (f) the International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates and pension plans.

## Exhibit C

## SOLICITATION VERSION

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

-----	X	
<b>In re:</b>	:	Chapter 11
	:	
<b>SUPERIOR ENERGY SERVICES, INC., et al.,<sup>1</sup></b>	:	Case No. 20-_____ (____)
	:	
<b>Debtors.</b>	:	(Joint Administration Requested)
	:	
-----	X	

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**DISCLOSURE STATEMENT FOR THE JOINT PREPACKAGED  
PLAN OF REORGANIZATION FOR SUPERIOR ENERGY SERVICES, INC. AND ITS  
AFFILIATE DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

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**HUNTON ANDREWS KURTH LLP**

Timothy A. ("Tad") Davidson II (TX Bar No. 24012503)  
 Ashley L. Harper (TX Bar No. 24065272)  
 Philip M. Guffy (TX Bar No. 24113705)  
 600 Travis Street, Suite 4200  
 Houston, Texas 77002  
 Telephone: 713-220-4200  
 Facsimile: 713-220-4285

**LATHAM & WATKINS LLP**

George A. Davis (*pro hac vice* pending)  
 Keith A. Simon (*pro hac vice* pending)  
 George Klidonas (*pro hac vice* pending)  
 885 Third Avenue  
 New York, New York 10022  
 Telephone: (212) 906-1200  
 Facsimile: (212) 751-4864

Dated: December 5, 2020

Houston, Texas

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Superior Energy Services, Inc. (9388), SESI, L.L.C. (4124), Superior Energy Services-North America Services, Inc. (5131), Complete Energy Services, Inc. (9295), Warrior Energy Services Corporation (9424), SPN Well Services, Inc. (2682), Pumpco Energy Services, Inc. (7310), 1105 Peters Road, L.L.C. (4198), Connection Technology, L.L.C. (4128), CSI Technologies, LLC (6936), H.B. Rentals, L.C. (7291), International Snubbing Services, L.L.C. (4134), Stabil Drill Specialties, L.L.C. (4138), Superior Energy Services, L.L.C. (4196), Superior Inspection Services, L.L.C. (4991), Wild Well Control, Inc. (3477), Workstrings International, L.L.C. (0390). The Debtors' address is 1001 Louisiana Street, Suite 2900, Houston, Texas 77002.

THIS SOLICITATION OF VOTES (THE “SOLICITATION”) IS BEING CONDUCTED TO OBTAIN SUFFICIENT VOTES TO ACCEPT THE PLAN (AS DEFINED BELOW) BEFORE THE FILING OF VOLUNTARY REORGANIZATION CASES UNDER CHAPTER 11 OF TITLE 11 OF THE UNITED STATES CODE (THE “BANKRUPTCY CODE”). BECAUSE THE CHAPTER 11 CASES HAVE NOT YET BEEN COMMENCED, THIS DISCLOSURE STATEMENT HAS NOT BEEN APPROVED BY THE BANKRUPTCY COURT AS CONTAINING ADEQUATE INFORMATION WITHIN THE MEANING OF SECTION 1125(a) OF THE BANKRUPTCY CODE. FOLLOWING THE COMMENCEMENT OF THE CHAPTER 11 CASE, THE DEBTORS EXPECT TO PROMPTLY SEEK ORDERS OF THE BANKRUPTCY COURT (I) APPROVING THIS DISCLOSURE STATEMENT AS CONTAINING ADEQUATE INFORMATION, (II) APPROVING THE SOLICITATION OF VOTES AS BEING IN COMPLIANCE WITH SECTIONS 1125 AND 1126(b) OF THE BANKRUPTCY CODE, AND (III) CONFIRMING THE PLAN (AS DEFINED BELOW).

DISCLOSURE STATEMENT, DATED DECEMBER 5, 2020

Solicitation of Votes  
on the Plan of Reorganization of

SUPERIOR ENERGY SERVICES, INC., *ET AL.*

from the holders of outstanding

PREPETITION NOTES CLAIMS  
GENERAL UNSECURED CLAIMS AGAINST SUPERIOR ENERGY SERVICES, INC.

**THE VOTING DEADLINE FOR HOLDERS OF CLAIMS IN VOTING CLASSES IS 5:00 P.M. PREVAILING CENTRAL TIME ON JANUARY 8, 2021 (UNLESS THE DEBTORS EXTEND THE VOTING DEADLINE).**

**THE VOTING RECORD DATE FOR DETERMINING WHICH HOLDERS OF CLAIMS IN VOTING CLASSES MAY VOTE ON THE PLAN IS DECEMBER 3, 2020 (THE “VOTING RECORD DATE”).**

**TO BE COUNTED AS A VOTE TO ACCEPT OR REJECT THE PLAN, THE VOTING AND CLAIMS AGENT MUST ACTUALLY RECEIVE YOUR BALLOT ON OR BEFORE THE VOTING DEADLINE.**

**THE DEBTORS ANTICIPATE COMMENCING THE CHAPTER 11 CASES ON DECEMBER 7, 2020 WITH AN EXPECTED FIRST DAY HEARING ON OR AROUND DECEMBER 8, 2020. A SEPARATE NOTICE OF THE FIRST DAY HEARING WILL BE MAILED TO ALL KNOWN HOLDERS OF PREPETITION NOTES CLAIMS AGAINST THE DEBTORS. IF YOU DO NOT RECEIVE A NOTICE, PLEASE CONTACT UNDERSIGNED COUNSEL IMMEDIATELY OR CONSULT THE CASE**

**WEBSITE MAINTAINED BY KURTZMAN CARSON CONSULTANTS LLC AT  
WWW.KCCLLC.NET/SUPERIOR.**

### **RECOMMENDATION BY THE DEBTORS**

The Board of Directors of Superior Energy Services, Inc. and the other governing bodies of each of its affiliated Debtors have unanimously approved the transactions contemplated by the Solicitation and the Plan and recommend that all creditors whose votes are being solicited submit ballots to accept the Plan. Holders of over 66.67% in outstanding principal amount of the Prepetition Notes Claims (as defined herein) entitled to vote on the Plan (the “**Consenting Noteholders**”) have already agreed, subject to the terms and conditions of the Restructuring Support Agreement, to vote in favor of the Plan.

### **IMPORTANT INFORMATION FOR YOU TO READ**

**THE DEBTORS ARE PROVIDING THE INFORMATION IN THIS DISCLOSURE STATEMENT FOR THE PURPOSE OF SOLICITING VOTES TO ACCEPT THE PLAN. NOTHING IN THIS DISCLOSURE STATEMENT MAY BE RELIED UPON OR USED BY ANY ENTITY FOR ANY PURPOSE OTHER THAN TO DETERMINE HOW TO VOTE ON THE PLAN.**

**THIS DISCLOSURE STATEMENT HAS BEEN PREPARED PURSUANT TO SECTIONS 1125 AND 1126(B) OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 3016. THE SECURITIES DESCRIBED HEREIN WILL BE ISSUED TO CREDITORS WITHOUT REGISTRATION UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR ANY SIMILAR FEDERAL, STATE OR LOCAL LAW, AND WILL INSTEAD BE ISSUED PURSUANT TO EXEMPTIONS SET FORTH IN SECTION 1145 OF THE BANKRUPTCY CODE AND/OR SECTION 4(A)(2) OF THE SECURITIES ACT OR OTHER APPLICABLE EXEMPTIONS. THE DEBTORS RECOMMEND THAT POTENTIAL RECIPIENTS OF ANY SECURITIES PURSUANT TO THE PLAN CONSULT THEIR OWN LEGAL COUNSEL CONCERNING SUCH RECIPIENTS’ ABILITY TO RECEIVE SECURITIES PURSUANT TO ANY SUCH EXEMPTION AND CERTAIN RESTRICTIONS ON TRANSFER OF ANY SUCH SECURITIES SO RECEIVED.**

**THE SOLICITATION OF VOTES ON THE PLAN WITH RESPECT TO PREPETITION NOTES CLAIMS IS BEING MADE PURSUANT TO SECTION 4(A)(2) OF THE SECURITIES ACT AND REGULATION D PROMULGATED THEREUNDER AND ONLY WITH RESPECT TO HOLDERS OF SUCH CLAIMS THAT ARE ELIGIBLE HOLDERS OF PREPETITION NOTES CLAIMS AS DESCRIBED HEREIN; *PROVIDED, HOWEVER*, THAT ALL HOLDERS OF ALLOWED PREPETITION NOTES CLAIMS WILL BE ENTITLED TO RECEIVE DISTRIBUTIONS UNDER THE PLAN.**

**THE RIGHTS OFFERING WILL BE CONDUCTED PURSUANT TO SEPARATE RIGHTS OFFERING PROCEDURES. ANY DISCLOSURE CONTAINED HEREIN CONCERNING THE RIGHTS OFFERING IS SOLELY FOR INFORMATION**

PURPOSES AND IS NOT AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY SUBSCRIPTION RIGHTS. HOLDERS OF PREPETITION NOTES CLAIMS ARE ADVISED TO CAREFULLY READ THE TERMS OF THE PLAN AND DISCLOSURE STATEMENT WITH RESPECT TO THE RIGHTS OFFERING. IF THE EQUITY RIGHTS OFFERING IS CONSUMMATED, THE DEFAULT TREATMENT FOR HOLDERS OF PREPETITION NOTES CLAIMS THAT ARE NOT PARTY TO THE RESTRUCTURING SUPPORT AGREEMENT UNDER THE PLAN IS A CASH PAYOUT, WHICH IS DEFINED UNDER THE PLAN AS AN AGGREGATE AMOUNT EQUAL TO 2.00% OF THE PRINCIPAL DUE UNDER THE PREPETITION NOTES HELD BY ALL CASH PAYOUT NOTEHOLDERS.

THE NEW COMMON STOCK AND ANY OTHER NEW SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (“SEC”) OR BY ANY STATE SECURITIES COMMISSION OR SIMILAR PUBLIC, GOVERNMENTAL, OR REGULATORY AUTHORITY, AND NEITHER THE SEC NOR ANY AUTHORITY HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT OR UPON THE MERITS OF THE PLAN (AS DEFINED BELOW). THIS DOCUMENT IS NOT A PROSPECTUS WITHIN THE MEANING OF THE EU PROSPECTUS DIRECTIVE (DIRECTIVE 2003/71/EC), AS AMENDED, THE EU PROSPECTUS REGULATION (REGULATION (EU) 2017/1129) OR ANY IMPLEMENTING LEGISLATION OR RULES RELATING THERETO OF ANY MEMBER STATE OF THE EUROPEAN ECONOMIC AREA. THIS DOCUMENT HAS NOT BEEN APPROVED OR REVIEWED BY ANY COMPETENT AUTHORITY OR REGULATORY AUTHORITY OF ANY MEMBER STATE OF THE EUROPEAN ECONOMIC AREA. NO OFFER OF SECURITIES TO THE PUBLIC IS MADE, OR WILL BE MADE IN ANY MEMBER STATE OF THE EUROPEAN ECONOMIC AREA THAT REQUIRES THE PUBLICATION OF A PROSPECTUS WITHIN THE MEANING OF THE EU PROSPECTUS DIRECTIVE, AS AMENDED, OR THE EU PROSPECTUS REGULATION.

CERTAIN STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT, INCLUDING STATEMENTS INCORPORATED BY REFERENCE AND PROJECTED FINANCIAL INFORMATION, ARE FORWARD-LOOKING STATEMENTS AND ARE BASED ON ESTIMATES AND ASSUMPTIONS. THERE CAN BE NO ASSURANCE THAT SUCH STATEMENTS WILL BE REFLECTIVE OF ACTUAL OUTCOMES. FORWARD-LOOKING STATEMENTS ARE PROVIDED IN THIS DISCLOSURE STATEMENT PURSUANT TO THE SAFE HARBOR ESTABLISHED UNDER THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995 AND SHOULD BE EVALUATED IN THE CONTEXT OF THE ESTIMATES, ASSUMPTIONS, UNCERTAINTIES, AND RISKS DESCRIBED HEREIN.

FURTHER, WHILE THE DEBTORS BELIEVE THE ASSUMPTIONS ON WHICH THE FORWARD-LOOKING STATEMENTS HEREIN ARE BASED ARE REASONABLE, READERS ARE CAUTIONED AGAINST RELYING ON ANY FORWARD-LOOKING STATEMENTS AS IT IS VERY DIFFICULT TO PREDICT THE IMPACT OF KNOWN FACTORS, AND IT IS IMPOSSIBLE TO ANTICIPATE ALL FACTORS THAT COULD

AFFECT ACTUAL RESULTS. IMPORTANT FACTORS THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE IN THE FORWARD-LOOKING STATEMENTS HEREIN INCLUDE, BUT ARE NOT LIMITED TO, THE ABILITY TO CONFIRM AND CONSUMMATE A PLAN OF REORGANIZATION IN ACCORDANCE WITH THE TERMS OF THE RESTRUCTURING SUPPORT AGREEMENT (AS DEFINED BELOW); RISKS ATTENDANT TO THE BANKRUPTCY PROCESS, INCLUDING THE DEBTORS' ABILITY TO OBTAIN THE APPROVAL OF THE BANKRUPTCY COURT WITH RESPECT TO MOTIONS FILED IN THE CASES, THE OUTCOMES OF BANKRUPTCY CASES AND THE LENGTH OF TIME THAT THE DEBTORS MAY BE REQUIRED TO OPERATE IN BANKRUPTCY; THE EFFECTIVENESS OF THE OVERALL RESTRUCTURING ACTIVITIES AND ANY ADDITIONAL STRATEGIES THAT THE DEBTORS EMPLOY TO ADDRESS LIQUIDITY AND CAPITAL RESOURCES; THE ACTIONS AND DECISIONS OF CREDITORS, REGULATORS AND OTHER THIRD PARTIES THAT HAVE AN INTEREST IN THE CASES, WHICH MAY INTERFERE WITH THE ABILITY TO CONFIRM AND CONSUMMATE A PLAN OF REORGANIZATION; RESTRICTIONS ON THE DEBTORS DUE TO THE TERMS OF ANY DEBTOR-IN-POSSESSION CREDIT FACILITY ENTERED INTO IN CONNECTION WITH THE BANKRUPTCY CASES AND RESTRICTIONS IMPOSED BY THE BANKRUPTCY COURT; THE DEBTORS' ABILITY TO REALIZE THE COST SAVINGS AND BUSINESS ENHANCEMENTS FROM THEIR RESTRUCTURING EFFORTS; THE DEBTORS' ABILITY TO INVEST IN THEIR BUSINESSES IN ACCORDANCE WITH THEIR FORECASTED CAPITAL EXPENDITURE BUDGET; A WEAKENING OF GLOBAL ECONOMIC AND FINANCIAL CONDITIONS CAUSED BY GLOBAL HEALTH CRISES OR OTHERWISE, CHANGES IN GOVERNMENTAL REGULATIONS AND RELATED COMPLIANCE AND LITIGATION COSTS AND THE OTHER FACTORS LISTED IN THE DEBTORS' SEC FILINGS. THE DEBTORS ARE UNDER NO OBLIGATION TO (AND EXPRESSLY DISCLAIM ANY OBLIGATION TO) UPDATE OR ALTER ANY FORWARD-LOOKING STATEMENTS WHETHER AS A RESULT OF NEW INFORMATION, FUTURE EVENTS, OR OTHERWISE, UNLESS INSTRUCTED TO DO SO BY THE BANKRUPTCY COURT.

HOLDERS OF ALLOWED GENERAL UNSECURED CLAIMS AGAINST ANY AFFILIATE DEBTORS WILL NOT BE IMPAIRED BY THE PLAN AND, AS A RESULT, THE RIGHT TO RECEIVE PAYMENT IN FULL ON ACCOUNT OF EXISTING OBLIGATIONS IN RESPECT OF SUCH CLAIMS IS NOT ALTERED BY THE PLAN. HOLDERS OF ALLOWED GENERAL UNSECURED CLAIMS AGAINST SUPERIOR ENERGY SERVICES, INC. (THE "PARENT") ARE IMPAIRED BY THE PLAN. DURING THE CHAPTER 11 CASES, THE DEBTORS INTEND TO OPERATE THEIR BUSINESSES IN THE ORDINARY COURSE.

THE PLAN PROVIDES THAT HOLDERS OF IMPAIRED CLAIMS ENTITLED TO VOTE WHO DO NOT SUBMIT A BALLOT VOTING TO ACCEPT OR REJECT THE PLAN, WHO VOTE TO ACCEPT THE PLAN, OR WHO VOTE TO REJECT THE PLAN BUT DO NOT OPT-OUT OF THE RELEASE PROVISIONS OF THE PLAN ARE DEEMED TO HAVE GRANTED THE RELEASES THEREIN.



**NO LEGAL OR TAX ADVICE IS PROVIDED TO YOU BY THIS DISCLOSURE STATEMENT. THE DEBTORS URGE EACH HOLDER OF A CLAIM AGAINST THE DEBTORS TO CONSULT WITH ITS OWN ADVISORS WITH RESPECT TO ANY LEGAL, FINANCIAL, SECURITIES, TAX OR BUSINESS ADVICE IN REVIEWING THIS DISCLOSURE STATEMENT, THE PLAN AND EACH OF THE PROPOSED TRANSACTIONS CONTEMPLATED THEREBY. FURTHERMORE, THE BANKRUPTCY COURT'S APPROVAL OF THE ADEQUACY OF DISCLOSURE CONTAINED IN THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL OF THE PLAN.**

**IT IS THE DEBTORS' POSITION THAT THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE, AND MAY NOT BE CONSTRUED AS, AN ADMISSION OF FACT, LIABILITY, STIPULATION OR WAIVER. RATHER, THIS DISCLOSURE STATEMENT SHALL CONSTITUTE A STATEMENT MADE IN SETTLEMENT NEGOTIATIONS RELATED TO CONTESTED MATTERS, ADVERSARY PROCEEDINGS AND OTHER PENDING OR THREATENED LITIGATION OR ACTIONS.**

**NO RELIANCE SHOULD BE PLACED ON THE FACT THAT A PARTICULAR LITIGATION CLAIM OR PROJECTED OBJECTION TO A PARTICULAR CLAIM IS, OR IS NOT, IDENTIFIED IN THE DISCLOSURE STATEMENT. THE DEBTORS OR THE REORGANIZED DEBTORS MAY SEEK TO INVESTIGATE, FILE AND PROSECUTE CLAIMS AND MAY OBJECT TO CLAIMS AFTER THE CONFIRMATION OR EFFECTIVE DATE OF THE PLAN IRRESPECTIVE OF WHETHER THE DISCLOSURE STATEMENT IDENTIFIES ANY SUCH CLAIMS OR OBJECTIONS TO CLAIMS.**

**IN REVIEWING THIS DISCLOSURE STATEMENT AND THE PLAN, AND IN DETERMINING WHETHER TO VOTE IN FAVOR OF OR AGAINST, OR TO OBJECT TO CONFIRMATION OF, THE PLAN, CREDITORS, EQUITY INTEREST HOLDERS AND STAKEHOLDERS SHOULD BE AWARE THAT THE PLAN PRESERVES ALL CAUSES OF ACTION (INCLUDING AVOIDANCE ACTIONS) AND THAT THE PLAN AUTHORIZES THE REORGANIZED DEBTORS TO PROSECUTE THE SAME, EXCEPT AS OTHERWISE SET FORTH IN THE PLAN.**

**THIS DISCLOSURE STATEMENT CONTAINS, AMONG OTHER THINGS, SUMMARIES OF THE PLAN, CERTAIN STATUTORY PROVISIONS, CERTAIN EXPECTED EVENTS IN THE DEBTORS' TO-BE-FILED CHAPTER 11 CASES AND CERTAIN DOCUMENTS RELATED TO THE PLAN THAT ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE. ALTHOUGH THE DEBTORS BELIEVE THAT THESE SUMMARIES ARE FAIR AND ACCURATE, THESE SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY TO THE EXTENT THAT THE SUMMARIES DO NOT SET FORTH THE ENTIRE TEXT OF SUCH DOCUMENTS OR STATUTORY PROVISIONS OR EVERY DETAIL OF SUCH EVENTS. IN THE EVENT OF ANY CONFLICT, INCONSISTENCY OR DISCREPANCY BETWEEN A DESCRIPTION IN THIS DISCLOSURE STATEMENT AND THE TERMS AND PROVISIONS OF THE PLAN OR ANY OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE, THE PLAN OR SUCH OTHER DOCUMENTS WILL**

**GOVERN AND CONTROL FOR ALL PURPOSES. EXCEPT WHERE OTHERWISE SPECIFICALLY NOTED, FACTUAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS BEEN PROVIDED BY THE DEBTORS' MANAGEMENT. THE DEBTORS DO NOT REPRESENT OR WARRANT THAT THE INFORMATION CONTAINED HEREIN OR ATTACHED HERETO IS WITHOUT ANY MATERIAL INACCURACY OR OMISSION.**

**THE DEBTORS' MANAGEMENT HAS REVIEWED THE FINANCIAL INFORMATION PROVIDED IN THIS DISCLOSURE STATEMENT. ALTHOUGH THE DEBTORS HAVE USED THEIR REASONABLE BUSINESS JUDGMENT TO ENSURE THE ACCURACY OF THIS FINANCIAL INFORMATION, THE FINANCIAL INFORMATION CONTAINED IN, OR INCORPORATED BY REFERENCE INTO, THIS DISCLOSURE STATEMENT HAS NOT BEEN AUDITED (UNLESS EXPRESSLY PROVIDED HEREIN).**

**THE DEBTORS ARE MAKING THE STATEMENTS AND PROVIDING THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AS OF THE DATE HEREOF WHERE FEASIBLE, UNLESS OTHERWISE SPECIFICALLY NOTED. ALTHOUGH THE DEBTORS MAY SUBSEQUENTLY UPDATE THE INFORMATION IN THIS DISCLOSURE STATEMENT, THE DEBTORS HAVE NO AFFIRMATIVE DUTY TO DO SO. HOLDERS OF CLAIMS REVIEWING THIS DISCLOSURE STATEMENT SHOULD NOT INFER THAT, AT THE TIME OF THEIR REVIEW, THE FACTS SET FORTH HEREIN HAVE NOT CHANGED SINCE THE DISCLOSURE STATEMENT WAS FILED. THE DEBTORS HAVE NOT AUTHORIZED ANY ENTITY TO GIVE ANY INFORMATION ABOUT OR CONCERNING THE PLAN OTHER THAN THAT WHICH IS CONTAINED IN THIS DISCLOSURE STATEMENT. THE DEBTORS HAVE NOT AUTHORIZED ANY REPRESENTATIONS CONCERNING THE DEBTORS OR THE VALUE OF THEIR PROPERTY OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT.**

**HOLDERS OF CLAIMS AGAINST THE DEBTORS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN MUST RELY ON THEIR OWN EVALUATION OF THE DEBTORS AND THEIR OWN ANALYSES OF THE TERMS OF THE PLAN IN DECIDING WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN. IMPORTANTLY, PRIOR TO DECIDING WHETHER AND HOW TO VOTE ON THE PLAN, EACH HOLDER OF A CLAIM IN A VOTING CLASS SHOULD REVIEW THE PLAN IN ITS ENTIRETY AND CONSIDER CAREFULLY ALL OF THE INFORMATION IN THIS DISCLOSURE STATEMENT AND ANY EXHIBITS HERETO, INCLUDING THE RISK FACTORS DESCRIBED IN GREATER DETAIL IN SECTION V HEREIN, "PLAN-RELATED RISK FACTORS."**

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## **EXHIBITS**

- EXHIBIT A: Plan of Reorganization
- EXHIBIT B: Restructuring Support Agreement
- EXHIBIT C: Liquidation Analysis
- EXHIBIT D: Financial Projections
- EXHIBIT E: Valuation Analysis
- EXHIBIT F: Organizational Structure Chart
- EXHIBIT G: Guarantee Claims

<p>THE DEBTORS HEREBY ADOPT AND INCORPORATE EACH EXHIBIT ATTACHED TO THIS DISCLOSURE STATEMENT BY REFERENCE AS THOUGH FULLY SET FORTH HEREIN.</p>
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## I. EXECUTIVE SUMMARY

The Parent, a publicly-traded Delaware corporation, is the ultimate parent of all of the Debtor companies in these Chapter 11 Cases (the “**Debtors**”) and their non-debtor affiliates (together with the Debtors, the “**Company**”). The Debtors submit this Disclosure Statement pursuant to section 1125 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended from time to time, the “**Bankruptcy Code**”) and other applicable law, in connection with the solicitation of votes (the “**Solicitation**”) on the *Joint Prepackaged Plan of Reorganization for Superior Energy Services, Inc. and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* dated December 5, 2020 (the “**Plan**”).<sup>2</sup> Subject to the approval of the Board of Directors of the Parent, the Debtors anticipate filing voluntary petitions for relief under chapter 11 in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “**Bankruptcy Court**”) on or around December 7, 2020 (the “**Chapter 11 Cases**”). A copy of the Plan is attached hereto as Exhibit A.

The Debtors anticipate commencing the Chapter 11 Cases on December 7, 2020 with an expected first day hearing on or around December 8, 2020.

The Debtors are commencing this Solicitation to implement a comprehensive financial restructuring to deleverage the Company’s balance sheet to ensure the long-term viability of the Debtors’ enterprise. As a result of extensive negotiations, as of the date hereof, the Debtors and the Holders of approximately 85% of the Prepetition Notes (the “**Consenting Noteholders**”) are party to that certain Amended and Restated Restructuring Support Agreement dated as of December 4, 2020 (as amended, modified, or supplemented, the “**Restructuring Support Agreement**”) and the original Restructuring Support Agreement, entered into on September 29, 2020, the “**Original Restructuring Support Agreement**”), and a copy of the Restructuring Support Agreement is attached hereto as Exhibit B. Under the terms of the Restructuring Support Agreement, the Consenting Noteholders have agreed, subject to the terms and conditions of the Restructuring Support Agreement, to support a restructuring of the Debtors’ existing capital structure in chapter 11 (the “**Restructuring**”) and vote to accept the Plan.

There are two groups whose votes for acceptance of the Plan are being solicited:

- Holders of Prepetition Notes Claims; and
- Holders of General Unsecured Claims Against the Parent.

The Restructuring as contemplated in the Plan results in a significant deleveraging of the Debtors’ capital structure. The Debtors’ funded debt will be reduced by approximately \$1.30 billion, which will allow the Debtors to focus on long-term growth prospects and their competitive position in the market, which will in turn allow the Debtors to emerge from these Chapter 11 Cases as a stronger company.

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<sup>2</sup> All capitalized terms used but not defined herein shall have the meanings set forth in the Plan. To the extent that a definition of a term in the text of this Disclosure Statement and the definition of such term in the Plan are inconsistent, the definition included in the Plan shall control and govern.

Pursuant to section 1126(b) of the Bankruptcy Code, prior to commencement of a prepackaged chapter 11 case, the Solicitation of votes for acceptance or rejection of a plan must (i) comply with any applicable non-bankruptcy law, rule or regulation governing the adequacy of disclosure in connection with such Solicitation or (ii) if there is no such law, rule or other regulation, must contain adequate information as defined in section 1125(a) of the Bankruptcy Code. Pursuant to section 1125(a) of the Bankruptcy Code, “adequate information” is information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment regarding the plan. To satisfy applicable disclosure requirements, the Debtors are submitting this Disclosure Statement to Holders of Claims who are Impaired and not deemed to have rejected the Plan.

Section 1125(g) of the Bankruptcy Code allows for the Solicitation of votes from holders prior to commencement of a chapter 11 case if such solicitation complies with applicable nonbankruptcy law and if such holder was solicited before the commencement of the case in a manner complying with applicable nonbankruptcy law.

The Solicitation of **Eligible Holders** of Prepetition Notes, meaning Holders of Prepetition Notes who are “accredited investors” (within the meaning of Rule 501(a) under the Securities Act) or “qualified institutional buyers” (within the meaning of Rule 144A of the Securities Act), is being conducted at this time, **prior to the commencement of the Chapter 11 Cases**, to obtain sufficient acceptances to enable the Plan to be confirmed by the Bankruptcy Court pursuant to the provisions of the Bankruptcy Code. The Solicitation of remaining Holders of Prepetition Notes and of Holders of General Unsecured Claims against the Parent will commence **after the commencement of the Chapter 11 Cases**. The Debtors believe that this Solicitation will minimize the disruption of their business that could result from a traditional bankruptcy case, which could be contested and protracted. The Debtors also believe that the Solicitation of such Eligible Holders of Prepetition Notes prior to the commencement of the Chapter 11 Cases will minimize postpetition disputes, and will significantly simplify, shorten, and reduce the administrative costs of the Chapter 11 Cases.

This Executive Summary is being provided as an overview of the material items addressed in the Disclosure Statement and the Plan, which is qualified by reference to the entire Disclosure Statement and by the actual terms of the Plan (and including all exhibits attached hereto and to the Plan), and should not be relied upon for a comprehensive discussion of the Disclosure Statement and/or the Plan. This Disclosure Statement includes, without limitation, information about:

- the Debtors’ operating and financial history;
- background information, including the events leading up to the Restructuring, including the expected commencement of the Chapter 11 Cases;
- the significant events that are expected to occur during the Chapter 11 Cases;
- the Confirmation process and the solicitation and voting procedures that Holders of Claims who are entitled to vote on the Plan must follow for their votes to be counted;
- the terms and provisions of the Plan, including certain effects of confirmation of the Plan, certain risk factors relating to the Debtors or the Reorganized Debtors, the Plan



and the securities to be issued under the Plan and the manner in which distributions will be made under the Plan; and

- the proposed organization, operations and financing of the Reorganized Debtors if the Plan is confirmed and becomes effective.

## **A. PURPOSE AND EFFECT OF THE PLAN**

### **1. Plan of Reorganization Under Chapter 11 of the Bankruptcy Code**

The Debtors are reorganizing pursuant to chapter 11 of the Bankruptcy Code, which is the principal business reorganization chapter of the Bankruptcy Code. As a result, the confirmation of the Plan means that the Reorganized Debtors will continue to operate their businesses going forward and does not mean that the Debtors will be liquidated or forced to go out of business. Additionally, as discussed in greater detail in Section IV.J herein, titled “Binding Nature of the Plan,” a bankruptcy court’s confirmation of a plan binds debtors, any entity acquiring property under the plan, any holder of a claim or equity interest in a debtor and all other entities as may be ordered by the bankruptcy court in accordance with the applicable provisions of the Bankruptcy Code to the terms and conditions of the confirmed plan, whether or not such entity voted on the particular plan or affirmatively voted to reject the plan.

### **2. Financial Restructurings Under the Plan**

The Plan contemplates certain transactions, including, without limitation, the following transactions (described in greater detail in Section IV herein):

- each Holder of Allowed DIP Super-Priority Claims will receive payment in full in Cash from the proceeds of each Exit Facility, and the DIP Liens will be deemed discharged, released, and terminated for all purposes without further action of or by any Person or Entity, or will be deemed by the Confirmation Order to continue so as to secure the Exit Facility, as the case may be; provided that the DIP Contingent Obligations will survive the Effective Date on an unsecured basis and will be paid by the Reorganized Debtors as and when due, provided further that any Allowed DIP Super-Priority Claims related to letters of credit issued and outstanding as of the Effective Date, or to cash management obligations or hedging obligations in existence on the Effective Date, may be deemed outstanding under the Exit ABL Facility or receive such other treatment as may be acceptable to the Debtors, the DIP Agent and the Required Consenting Noteholders;
- each Holder of an Allowed Prepetition Credit Agreement Claim will have their claims
  - (i) in respect of letters of credit, 105% cash collateralized,
  - (ii) deemed outstanding under the Exit ABL Facility, or
  - (iii) receive such other treatment as may be acceptable to the Debtors, the Prepetition Credit Agreement Agent, the Issuing Lenders if applicable (as defined in the Prepetition Credit Agreement) and the Required Consenting Noteholders;

- each Holder of a Prepetition Notes Claim against the Parent will receive its Pro Rata share (calculated together with the Claims in Class 6) of the \$125,000 Parent GUC Recovery Cash Pool; *provided* that the Holders of the Prepetition Notes Claims against the Parent will waive any distribution from the Parent GUC Recovery Cash Pool;
- each Holder of a General Unsecured Claim against the Parent will receive its Pro Rata share (calculated together with the Claims in Class 5) of the \$125,000 Parent GUC Recovery Cash Pool;
- each Holder of an Allowed Prepetition Notes Claim against any Affiliate Debtor will receive its Pro Rata share of
  - (i) the Cash Payout, or
  - (ii) solely to the extent that such Holder timely and validly elects to be a Cash Opt-Out Noteholder on the Ballot provided to such Holder or is otherwise deemed to be a Cash Opt-Out Noteholder, (A) 100% of the New Common Stock Pool, subject to dilution from and after the Effective Date on account of the New MIP Equity, and (B), to the extent such Holder is an Accredited Cash Opt-Out Noteholder, Subscription Rights;

**HOLDERS OF PREPETITION NOTES CLAIMS ARE ADVISED THAT, IF THE EQUITY RIGHTS OFFERING IS CONSUMMATED, THE DEFAULT TREATMENT FOR HOLDERS OF PREPETITION NOTES CLAIMS THAT ARE NOT PARTY TO THE RESTRUCTURING SUPPORT AGREEMENT UNDER THE PLAN IS A CASH PAYOUT, WHICH IS DEFINED UNDER THE PLAN AS AN AGGREGATE AMOUNT EQUAL TO 2.00% OF THE PRINCIPAL DUE UNDER THE PREPETITION NOTES HELD BY ALL CASH PAYOUT NOTEHOLDERS. IF HOLDERS OF PREPETITION NOTES CLAIMS WISH TO RECEIVE A PRO RATA SHARE OF THE NEW COMMON STOCK INSTEAD OF A CASH RECOVERY, THEY MUST AFFIRMATIVELY OPT OUT OF THE CASH PAYOUT ON THE BALLOT PROVIDED TO THEM. CONSUMMATION OF THE EQUITY RIGHTS OFFERING AND DELIVERY OF ANY CASH PAYOUT IS CONTINGENT UPON THE CONSENT OF THE REQUIRED CONSENTING NOTEHOLDERS. IN THE EVENT THE EQUITY RIGHTS OFFERING IS NOT CONSUMMATED, THEN NO CASH PAYOUT WILL BE MADE TO ANY CASH PAYOUT NOTEHOLDER AND SUCH HOLDER WILL RECEIVE THE TREATMENT SUCH HOLDER WOULD RECEIVE IF SUCH HOLDER WERE A CASH OPT-OUT NOTEHOLDER.**

- the legal, equitable, and contractual rights of the Holders of General Unsecured Claims against any Affiliate Debtors are unaltered by the Plan;
- the Intercompany Claims will be adjusted, reinstated, compromised, or cancelled in such manner as is acceptable to the Required Consenting Noteholders, in consultation with the Debtors;

- the Old Parent Interests will be discharged and terminated on and as of the Effective Date without any distribution or retaining any property on account of such Equity Interests;
- the Intercompany Equity Interests will remain effective and outstanding on the Effective Date and will be owned and held by the same applicable Person or Entity that held and/or owned such Intercompany Equity Interests immediately prior to the Effective Date;
- the 510(b) Equity Claims will be discharged and terminated on the Effective Date without any distribution or retaining any property on account of such Claims; and
- the legal, equitable, and contractual rights of the Holders of Allowed Other Priority Claims, Allowed Other Secured Claims, and Allowed Secured Tax Claims will be unaltered by the Plan.

### 3. Effect of the Plan on Debtors' Capital Structure

The expected effect of the Restructuring on the Debtors' capital structure is summarized as follows:

Pre-Petition Capital Structure		Reorganized Capital Structure	
Prepetition Credit Agreement	\$0 <sup>3</sup>	Exit Facility (undrawn on Effective Date)	Up to \$120,000,000
Prepetition Notes	\$1,335,800,000		
Total Funded Debt	\$1,335,800,000	Total Funded Debt	Up to \$120,000,000

## B. CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS UNDER THE PLAN

The following table provides a summary of the classification and treatment of Claims and Equity Interests and the potential distributions to Holders of Allowed Claims under the Plan.

**THE PROJECTED RECOVERIES SET FORTH IN THE TABLE BELOW ARE ESTIMATES ONLY AND THEREFORE ARE SUBJECT TO CHANGE. FOR A COMPLETE DESCRIPTION OF THE DEBTORS' CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS, REFERENCE SHOULD BE MADE TO THE ENTIRE PLAN AND THE RISK FACTORS DESCRIBED IN ARTICLE V BELOW. THE TABLE IS INTENDED FOR ILLUSTRATIVE PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR A REVIEW OF THE PLAN AND DISCLOSURE STATEMENT IN THEIR ENTIRETY. FOR CERTAIN CLASSES OF CLAIMS, THE ACTUAL AMOUNT OF ALLOWED CLAIMS COULD BE**

<sup>3</sup> While there are no outstanding loans under the Prepetition Credit Agreement, the Debtors have approximately \$47,357,274.86 in letters of credit outstanding under the Prepetition Credit Agreement.

**MATERIALLY DIFFERENT THAN THE ESTIMATED AMOUNTS SHOWN IN THE TABLE BELOW.**

**SUMMARY OF EXPECTED RECOVERIES**

<b>Class</b>	<b>Claim/Equity Interest</b>	<b>Treatment of Claim/Equity Interest</b>	<b>Projected Recovery Under the Plan</b>
1	Other Priority Claims  Expected Amount: \$0	Each Holder of an Allowed Class 1 Claim will receive in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 1 Claim, at the election of the Debtors or Reorganized Debtors, as applicable: <ul style="list-style-type: none"> <li>• Cash equal to the amount of such Allowed Class 1 Claim;</li> <li>• Such other less favorable treatment as to which the Debtors or Reorganized Debtors, as applicable, and the Holder of such Allowed Class 1 Claim will have agreed upon in writing; or</li> <li>• Such other treatment such that it will not be impaired pursuant to section 1124 of the Bankruptcy Code; <i>provided, however</i>, that Class 1 Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with the terms and conditions of any agreements relating thereto without further notice to or order of the Bankruptcy Court.</li> </ul>	100%
2	Other Secured Claims  Expected Amount: \$0	Each Holder of an Allowed Class 2 Claim will receive in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 2 Claim, at the election of the Debtors or Reorganized Debtors, as applicable: <ul style="list-style-type: none"> <li>• Cash equal to the amount of such Allowed Class 2 Claim;</li> <li>• Such other less favorable treatment as to which the Debtors or Reorganized Debtors, as applicable, and the Holder of such Allowed Class 2 Claim will have agreed upon in writing;</li> <li>• The Collateral securing such Allowed Class 2 Claim; <u>or</u></li> <li>• Such other treatment such that it will not be impaired pursuant to section 1124 of the Bankruptcy Code; <i>provided, however</i>, that Class 2 Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with the terms and conditions of any agreements relating thereto without further notice to or order of the Bankruptcy Court.</li> </ul>	100%
3	Secured Tax Claims	Each Holder of an Allowed Class 3 Claim will receive in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 3 Claim, at the election of the Debtors or Reorganized Debtors, as applicable:	100%

## SUMMARY OF EXPECTED RECOVERIES

Class	Claim/Equity Interest	Treatment of Claim/Equity Interest	Projected Recovery Under the Plan
	Expected Amount: \$0	<ul style="list-style-type: none"> <li>• Cash equal to the amount of such Allowed Class 3 Claim;</li> <li>• Such other less favorable treatment as to which the Debtors or Reorganized Debtors, as applicable, and the Holder of such Allowed Class 3 Claim will have agreed upon in writing;</li> <li>• The Collateral securing such Allowed Class 3 Claim;</li> <li>• Such other treatment such that it will not be impaired pursuant to section 1124 of the Bankruptcy Code; <u>or</u></li> <li>• Pursuant to and in accordance with sections 1129(a)(9)(C) and 1129(a)(9)(D) of the Bankruptcy Code, Cash in an aggregate amount of such Allowed Class 3 Claim payable in regular installment payments over a period ending not more than five (5) years after the Petition Date, plus simple interest at the rate required by applicable non-bankruptcy law on any outstanding balance from the Effective Date, or such lesser rate as is agreed to in writing by a particular taxing authority and the Debtors or Reorganized Debtors, as applicable, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code; <i>provided, however</i>, that Class 3 Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court. Any installment payments to be made under clause (D) or (E) above will be made in equal quarterly Cash payments beginning on the Effective Date (or as soon as reasonably practicable thereafter), and continuing on a quarterly basis until payment in full of the applicable Allowed Class 3 Claim.</li> </ul>	
4	Prepetition Credit Agreement Claims  Expected Amount: \$47,357,274.86	The Allowed Prepetition Credit Agreement Claims, other than Prepetition Credit Agreement Claims related to any outstanding letters of credit will, in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Claims, be indefeasibly paid in full in Cash. To the extent any Prepetition Credit Agreement Claims related to letters of credit issued and outstanding, cash management obligations, or hedging obligations, in each case, as of the Effective Date under the Prepetition Credit Agreement, have not been deemed outstanding under the DIP Facility pursuant to the DIP Orders, such Claims will in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Claims either be (i) in the case of Claims in respect of letters of credit, 105% cash collateralized, (ii) be deemed outstanding under the Exit ABL Facility, or (iii) receive such other treatment as may be acceptable to the Debtors, the Prepetition Credit Agreement Agent, the Issuing Lenders if applicable (as defined	100%

## SUMMARY OF EXPECTED RECOVERIES

Class	Claim/Equity Interest	Treatment of Claim/Equity Interest	Projected Recovery Under the Plan
		in the Prepetition Credit Agreement) and the Required Consenting Noteholders.	
5	Prepetition Notes Claims Against Parent  Expected Amount: \$1,300,000,000	The Prepetition Notes Claims are deemed Allowed in the aggregate principal amount of \$1.30 billion, plus accrued and unpaid interest thereon. On, or as soon as reasonably practicable after, the Effective Date, each Holder of an Allowed Prepetition Notes Claim against Parent will receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim, its Pro Rata share (calculated together with the Claims in Class 6) of the Parent GUC Recovery Cash Pool; <i>provided</i> that the Holders of the Prepetition Notes Claims against the Parent will waive any distribution from the Parent GUC Recovery Cash Pool.	63.0%-76.0% <sup>4</sup>
6	General Unsecured Claims Against Parent  Expected Amount: Contingent and Undetermined	Subject to <u>IV.H</u> of the Plan, on, or as soon as reasonably practicable after, the Effective Date, each Holder of an Allowed General Unsecured Claim against Parent will receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim, its Pro Rata share (calculated together with the Claims in Class 5) of the Parent GUC Recovery Cash Pool.	Undetermined but > 0%

<sup>4</sup> This recovery under the Plan applies collectively to Holders of Claims in both Class 5 and Class 7; it does not represent the recovery for Holders of Claims in Class 5 alone.

## SUMMARY OF EXPECTED RECOVERIES

Class	Claim/Equity Interest	Treatment of Claim/Equity Interest	Projected Recovery Under the Plan
7	Prepetition Notes Claims Against Affiliate Debtors  Expected Amount: \$1,300,000,000	<p>The Prepetition Notes Claims against any Affiliate Debtor are deemed Allowed in the aggregate principal amount of \$1.30 billion, plus accrued and unpaid interest thereon. On the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Prepetition Notes Claim against any Affiliate Debtor will receive, in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Claim, its Pro Rata share of:</p> <ul style="list-style-type: none"> <li>(i) the Cash Payout, or</li> <li>(ii) solely to the extent that such Holder timely and validly elects to be a Cash Opt-Out Noteholder on the Ballot provided to such Holder or is otherwise deemed to be a Cash Opt-Out Noteholder, (A) 100% of the New Common Stock Pool, subject to dilution from and after the Effective Date on account of the New MIP Equity, and (B), to the extent such Holder is an Accredited Cash Opt-Out Noteholder, Subscription Rights.</li> </ul>	63.0%-76.0%

**IF THE EQUITY RIGHTS OFFERING IS CONSUMMATED, THE DEFAULT TREATMENT FOR HOLDERS OF PREPETITION NOTES CLAIMS THAT ARE NOT PARTY TO THE RESTRUCTURING SUPPORT AGREEMENT UNDER THE PLAN IS A CASH PAYOUT, WHICH IS DEFINED UNDER THE PLAN AS AN AGGREGATE AMOUNT EQUAL TO 2.00% OF THE PRINCIPAL DUE UNDER THE PREPETITION NOTES HELD BY ALL CASH PAYOUT NOTEHOLDERS. IF HOLDERS OF PREPETITION NOTES CLAIMS WISH TO RECEIVE A PRO RATA SHARE OF THE NEW COMMON STOCK INSTEAD OF A CASH RECOVERY, THEY MUST AFFIRMATIVELY OPT OUT OF THE CASH PAYOUT ON THE BALLOT PROVIDED TO THEM.**

In order to opt-out of the Cash Payout with respect to all or any portion of its Allowed Prepetition Notes Claim, such applicable Prepetition Noteholder will be required to tender the underlying Prepetition Notes into a contra-CUSIP pursuant to DTC's ATOP procedures at the time such Holder submits its Ballot, and Prepetition Notes that are tendered into the contra-CUSIP will no longer be transferable.

Notwithstanding anything to the contrary in the Plan, the Cash Payout is contingent upon the consummation of the Equity Rights Offering, and in the event that the Equity Rights Offering is not consummated, no Cash Payout will be distributed to any Holder of an Allowed Prepetition Notes Claim and each Holder of Allowed Prepetition Notes Claims will receive the distribution set forth in subsection (ii) above, regardless of whether such Holder timely and validly elected to be a Cash Opt-Out Noteholder.



## SUMMARY OF EXPECTED RECOVERIES

Class	Claim/Equity Interest	Treatment of Claim/Equity Interest	Projected Recovery Under the Plan
8	General Unsecured Claims Against Affiliate Debtors  Expected Amount: \$71,670,000 <sup>5</sup>	The legal, equitable, and contractual rights of the holders of General Unsecured Claims against any Affiliate Debtor are unaltered by the Plan. Except to the extent that a holder of a General Unsecured Claim against any Affiliate Debtor agrees to a different treatment, on and after the Effective Date, the Debtors will continue to pay (if Allowed) or dispute each General Unsecured Claim against any Affiliate Debtor in the ordinary course of business in accordance with applicable law.	100%
9	Intercompany Claims	Subject to the Restructuring Transactions, the Intercompany Claims will be adjusted, reinstated, compromised, or cancelled to the extent determined appropriate by the Debtors, with the consent of their such manner as is acceptable to the Required Consenting Noteholders, in consultation with the Debtors.	N/A
10	Old Parent Interests	The Old Parent Interests will be discharged and terminated on and as of the Effective Date without any distribution or retaining any property on account of such Equity Interests.	0%
11	Intercompany Equity Interests	Subject to the Restructuring Transactions, the Intercompany Equity Interests will remain effective and outstanding on the Effective Date and will be owned and held by the same applicable Person or Entity that held and/or owned such Intercompany Equity Interests immediately prior to the Effective Date.	N/A
12	510(b) Equity Claims	The 510(b) Equity Claims will be discharged and terminated on and as of the Effective Date without any distribution or retaining any property on account of such Claims.	N/A

<sup>5</sup> These amounts will be paid both under the relief the Debtors will request of the Bankruptcy Court, as described in Section III herein, and in the ordinary course of business.

## II. BACKGROUND TO THE CHAPTER 11 CASES

### A. THE DEBTORS' CORPORATE HISTORY AND STRUCTURE

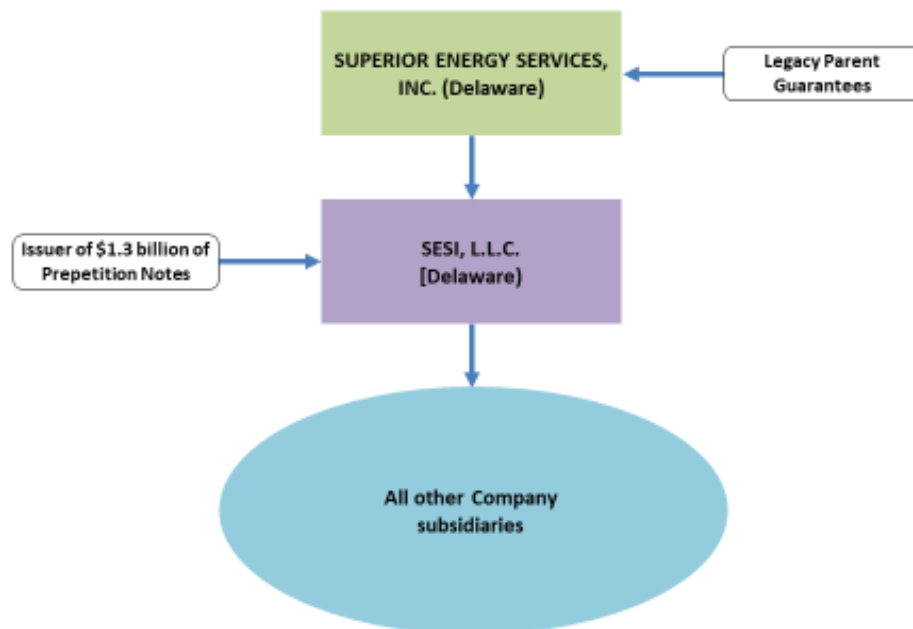
The Parent was originally formed as a Delaware corporation on April 26, 1991 and its common shares were listed and publicly traded on the New York Stock Exchange (the “**NYSE**”) under the ticker symbol “SPN.” Debtor SESI, L.L.C. (“**SESI**”) is the issuer of all funded debt for the Company. As described more fully below, the Parent was recently delisted from the NYSE and subsequently commenced trading on the OTCQX Market under the symbol “SPNX.”

The Debtors and their indirect subsidiaries are oilfield services providers serving the drilling, completion, and production-related needs of oil and gas companies through a diversified portfolio of specialized oilfield services and equipment that are used throughout the economic life cycle of oil and gas wells. In particular, the Debtors manufacture, rent, and sell specialized equipment and tools for use with well drilling, completion, production, and workover activities, and offer fluid handling and well servicing rigs. The Debtors also provide coiled tubing services, electric line, slickline, and pressure control tools and services, as well as snubbing and hydraulic workover services.

The Debtors and their indirect subsidiaries’ geographical reach is worldwide, and in 2019, the Debtors and their non-Debtor affiliates conducted business in more than fifty countries, including throughout Africa, Asia-Pacific, Europe, the Middle East, Latin America, and North America. The Debtors’ headquarters are located in Houston, Texas, with offices across Texas, Louisiana, and Oklahoma. In addition, the Debtors’ foreign non-debtor affiliates have regional offices in Argentina, Malaysia, the United Kingdom, and the United Arab Emirates.

The Parent has approximately seventy-five (75) direct and indirect subsidiaries as of the date hereof. Of those entities, however, only seventeen (17) entities that are liable on the Debtors’ funded indebtedness (which is described in further detail below) are Debtors in these Chapter 11 Cases. A copy of the Debtors’ organizational chart is attached hereto as Exhibit F.

The Parent does not own any material assets other than its equity interests in its direct subsidiary, SESI. As described below, SESI is the issuer of, and primarily liable for, the entire amount of the Prepetition Notes Claims that exceed \$1.30 billion. As shown in the Valuation Analysis attached hereto as Exhibit E, the estimated enterprise value of the Reorganized Debtors is between \$710 million and \$880 million. Therefore, SESI is worth substantially less than the face amount of the Prepetition Notes Claims and, in turn, the Parent has no residual value for its creditors or equityholders other than pursuant to a \$125,000 distribution provided for under the Plan. This structure is reflected in the chart below.



## B. OVERVIEW OF THE DEBTORS' BUSINESSES

The Debtors offer a wide variety of specialized oilfield services and equipment generally categorized by their typical use during the economic life of a well.

### 1. The Company's Business Segments

The Debtors' business primarily consists of the following highly-integrated offerings, as described further below: (a) drilling products and services, which includes rentals; (b) onshore completion and workover services, which includes service rigs and fluid management; (c) production services, which includes coiled tubing and wireline; and (d) technical solutions.

#### (a) Drilling Products and Services

The Company's drilling products and services segment manufactures, rents, and sells specialized equipment for well drilling, completion, production, and workover activities. These products include onshore and offshore accommodation units and accessories, as well as downhole drilling tools, such as tubulars, consisting primarily of drill pipe strings, landing strings, completion tubulars and associated accessories, and bottom hole tools including stabilizers, non-magnetic drill collars, and hole openers. In the three months ending on September 30, 2020, revenue for this segment decreased by approximately 50% compared to the same period in 2019, from \$111.2 million to \$56.0 million, primarily because of a decrease in demand for premium drill pipe and further negative impacts of otherwise challenging industry conditions.

#### (b) Onshore Completion and Workover Services

The Company's onshore completion and workover services segment includes fluid handling and well servicing. Fluid handling includes services used to obtain, move, store, and dispose of fluids involved in the exploration, development, and production of oil and gas, including mobile piping systems, specialized trucks, fracturing tanks, and other assets used to transport, heat, pump, and dispose of fluids. Workover services include a variety of well completion, workover and maintenance services, including installations, completions, sidetracking of wells, and support for perforating operations. In the three months ending on September 30, 2020, revenue for this segment decreased by approximately 72% compared to the same period in 2019, from \$76.0 million to \$21.6 million. This decline in revenue is primarily due to a 73% decrease in rig count in North America in the third quarter of 2020 that primarily resulted from the Saudi-Russian oil price war and the COVID-19 pandemic.

(c) Production Services

The Company's production services segment includes well intervention services and the provision of pressure control tools. Well intervention services include services to enhance, maintain, and extend oil and gas production during the life of the well through coiled tubing, cased hole, mechanical wireline, hydraulic workover, snubbing, and pressure control services, as well as production testing and optimization. Pressure control tools include the provision of blowout preventers, choke manifolds, fracturing blowback trees, and downhole valves. In the three months ending on September 30, 2020, revenue for this segment decreased by 43% compared to the same period in 2019, from \$98.8 million to \$56.4 million, primarily due to a decrease in coiled tubing and pressure control activities during the third quarter of 2020 that, once again, stemmed from the negative impacts of the Saudi-Russian oil price war and the COVID-19 pandemic.

(d) Technical Solutions

The Company's technical solutions segment includes products and services which address customer-specific needs for specialized engineering, manufacturing, or project planning, as well as completion tools and products. These operations are generally in offshore environments during the completion, production, and decommissioning phase of an oil and gas well. The products and services in this segment primarily include completion tools and services and well control services. The completion tools and services include products and services used during the completion phase of an offshore well to control sand and maximize oil and gas production, including sand control systems, well screens and filters, and surface-controlled subsurface safety valves. The Debtors' well control services resolve well control and pressure control problems through firefighting, engineering, and well control training.<sup>6</sup> In the three months ending on September 30, 2020, revenue for this segment decreased by 53% compared to the same period in 2019, from \$70.6 million to \$33.0 million, primarily from a decrease in demand for completion tools and products. These downturns were once again due primarily to the negative impacts of the Saudi-Russian oil price war and the COVID-19 pandemic.

## 2. Superior's Customers

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<sup>6</sup> The Technical Solutions segment also includes revenues from oil and gas production related to Debtor Wild Well Control Inc.'s 51% non-operating interest in the Debtors' sole federal offshore oil and gas property (which the Debtors refer to in their 2019 Form 10-K as the "oil and gas property") and related assets. This oil and gas property is located in the Gulf of Mexico and was acquired by the Debtors in February 2010.

The Company's customers are major and independent oil and gas exploration and production companies active in the geographic areas in which the Debtors operate. No customers exceeded 10% of the Debtors' total revenues through September 2020, or in 2019, 2018 or 2017. Similar to the Debtors, their customers in the oil and gas sector were also impacted by the global pandemic and Saudi-Russian oil price war. Many of the Debtors' customers have initiated cost saving measures of their own and have otherwise delayed projects as a result of the current economic environment.

### 3. Superior's Competitors

The Debtors provide products and services worldwide in highly competitive markets, with competitors comprised of both small and large companies. The Debtors believe the principal competitive factors are price, performance, product and service quality, safety, response time and breadth of products and services available. The Debtors are consistently bidding for contracts traditionally awarded on the basis of competitive bids or are engaged in direct negotiations with their customers.

### 4. Superior's Employees

As of the Petition Date, the Debtors employed approximately 2,000 employees (consisting of approximately 600 salaried and approximately 1,400 hourly), with approximately 3,400 total employees worldwide for all of the Company's entities. Approximately 12% of the Company's employees were subject to union contracts, all of them located in international locations. Accordingly, none of the Debtors' employees are subject to a collective bargaining agreement or similar labor agreement.

### 5. Incentive and Retention Bonus Programs

The Debtors have historically maintained incentive-based bonus programs primarily consisting of an annual cash bonus program and a long-term equity and cash incentive program (collectively, the "**Incentive and Retention Bonus Programs**"). Earlier in 2020, the Debtors, with the assistance of their compensation advisors, reviewed their Incentive and Retention Bonus Programs to determine whether they fulfilled the purposes of retaining and incentivizing key employees given the decline in the price of Parent's stock. The Company determined that these programs did not adequately fulfill these purposes and made the decision to establish a new program which would more efficiently achieve the Company's goals, replacing the annual cash bonus program and the long-term equity and cash incentive program.

That new program, the Key Employee Retention Plan (the "**KERP**") provides a means of rewarding both executive and non-executive key employees in an amount approximately equal to each key employee's target annual incentive program opportunity. The KERP covers six executives and 80 key non-executive employees. In order to be compensated under the KERP, eligible employees were required to waive their right to any 2020 annual incentive bonus and any outstanding unvested long-term equity and cash incentives, with the exception of 2018 and 2019 cash-based performance units. The KERP was implemented in two stages, the first being adopted in September of 2020, with SESI making payments under the KERP to eligible participants and providing that such payments, net of taxes, would be clawed back if a KERP participant voluntarily terminated without "good reason" or was terminated for "cause" within one year following the

payment date. The second stage of the KERP, which was adopted in October of 2020, provided that participants would receive three equal payments on October 19, 2020, January 18, 2021 and April 19, 2021, in each case subject to the applicable participant's continued employment through such payment dates. The estimated total cost of the KERP (including both stages described above) is approximately \$11.9 million.

## 6. Deferred Compensation Plans

The Debtors also offer deferred compensation plans to certain employees, including the supplemental executive retirement plan ("SERP"), the non-qualified deferred compensation plan ("NQDC Plan"), and the non-qualified deferred compensation plan for Directors ("Director NQDC Plan") and, together with the SERP and NQDC Plan, the "Deferred Compensation Plans"). In total, approximately 28 current employees and approximately 12 retired employees participate in the Deferred Compensation Plans, including six current Directors. Although Debtors have unfunded liabilities of up to approximately \$15.70 million on account of the Deferred Compensation Plans, the Debtors do not currently owe any outstanding amounts under the Deferred Compensation Plans.

## 7. Revenue

In 2019, the Company's revenue totaled approximately \$1.425 billion, but the Company ended the year with a net loss of \$255.7 million. The Company's 2019 revenue represented a 4% decrease from their 2018 revenue of \$1.479 billion. The decrease in revenue was largely attributable to a decrease in the Debtors' U.S. onshore portfolio,<sup>7</sup> which decreased by 14% during 2019. In North America, the negative pricing pressures that began during the fourth quarter of 2018 continued to impact the demand for the Debtors' completion services during 2019. The decrease in revenue generated in the U.S. land market area was primarily due to decreased revenues from the Debtors' coiled tubing services, fluid management and well servicing rigs. The decrease in revenue is also attributable to the disposition of the Debtors' land drilling rigs service line during the second quarter of 2019.

Revenue breakdown by geographical area for the three months ended December 31, 2019 was as follows: U.S. Land (41%), U.S. Offshore (28%), and International (31%). Revenue breakdown by business segment was as follows: Drilling Products and Services (29%), Onshore Completion and Workover Services (20%), Production Services (30%), and Technical Solutions (21%).

## 8. Directors and Executive Officers

The directors and executive officers of the Parent consist of the following individuals:

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<sup>7</sup> The Debtors attribute their revenue to major geographic regions based on the location where their services are performed or the destination of the rental or sale of their products. The Debtors categorize their geographic regions for revenue purposes as follows: (i) U.S. land market area, (ii) Gulf of Mexico land area, and (iii) International land area.

Name	Position
David D. Dunlap	President, Chief Executive Officer and Director
Westervelt T. Ballard	Executive Vice President, Chief Financial Officer and Treasurer
A. Patrick Bernard	Executive Vice President
Brian Moore	Executive Vice President
William B. Masters	Executive Vice President and General Counsel
James W. Spexarth	Chief Accounting Officer
Terence E. Hall	Chairman of the Board of Directors
Peter D. Kinnear	Director
Janiece M. Longoria	Director
Michael M. McShane	Director
James M. Funk	Director
W. Matt Ralls	Director

## C. PREPETITION INDEBTEDNESS

As set forth below, as of the date of this Disclosure Statement, the Debtors have outstanding funded debt obligations consisting of approximately \$1.30 billion.

### 1. Prepetition Credit Agreement

Certain of the Debtors are party to that certain Fifth Amended and Restated Credit Agreement, dated as of October 20, 2017 (as the same may be amended, restated, amended and restated, waived, modified and/or supplemented from time to time, the “**Prepetition Credit Agreement**”), by and among SESI, as borrower, the Parent as parent guarantor, the other guarantors party thereto, JPMorgan Chase Bank, N.A., as administrative agent and issuing lender, the other issuing lenders party thereto from time to time and the lenders party thereto from time to time (the “**Prepetition Credit Agreement Lenders**”), providing for a \$300 million asset-based revolving loan facility, including an aggregate \$150 million commitment for the issuance of letters of credit. Availability of funds under the Prepetition Credit Agreement is subject to a borrowing base, which, as of November 15, 2020 was approximately \$96.1 million.<sup>8</sup> Availability under the Prepetition Credit Agreement is (a) the lesser of (i) the commitments, (ii) the borrowing base, and (iii) the highest principal amount permitted to be secured under the 2021 Indenture (as defined herein) without triggering the equal and ratable provisions thereof, minus (b) the outstanding amount of loans and letters of credit under the Prepetition Credit Agreement. The Debtors’ obligations under the Prepetition Credit Agreement are secured by security interests in, and liens upon, substantially all of their assets other than real property, and Parent, along with a number of its domestic subsidiaries, all of which are Debtors in these Chapter 11 Cases, have guaranteed the obligations under the Prepetition Credit Agreement. As of the Petition Date, there were no

<sup>8</sup> The borrowing base was submitted to the Prepetition Credit Agreement Lenders on November 30, 2020, based on relevant data as of October 31, 2020.



outstanding loans under the Prepetition Credit Agreement, but the Debtors had approximately \$47.4 million in outstanding letters of credit issued under the Prepetition Credit Agreement.

The Prepetition Credit Agreement provides for interest on loans at a rate equal to, at SESI's election, either (a) a base rate plus an applicable margin ranging between 0.75% per annum and 1.50% per annum, or (b) a eurodollar rate plus an applicable margin ranging between 1.75% per annum and 2.50% per annum, in each case based upon the Debtors' leverage ratio. The Prepetition Credit Agreement provides for (a) a fronting fee in respect of letters of credit of no less than 0.125% and (b) a letter of credit fee rate ranging between 1.75% to 2.50% based upon the Debtors' leverage ratio.

## 2. Prepetition Notes

SESI is the issuer of two tranches of senior unsecured notes. First, SESI issued \$800 million aggregate principal amount of 7.125% senior unsecured notes due 2021 (the "**2021 Notes**") pursuant to that certain Indenture, dated as of December 6, 2011, by and among SESI, each of the guarantors party thereto, and The Bank of New York Mellon Trust Company, N.A. as trustee (as amended, modified, or supplemented to date, the "**2021 Indenture**"). Second, SESI issued \$500 million aggregate principal amount of 7.750% senior unsecured notes due 2024 (the "**2024 Notes**", and together with the 2021 Notes, the "**Prepetition Notes**") pursuant to that certain Indenture, dated as of August 17, 2017 (as amended, modified, or supplemented to date, the "**2024 Indenture**" and together with the 2021 Indenture, the "**Prepetition Notes Indentures**") by and among SESI, each of the guarantors party thereto, and The Bank of New York Mellon Trust Company, N.A. as trustee.

The Parent and certain of SESI's domestic subsidiaries, all of which are Debtors in these Chapter 11 Cases, have guaranteed SESI's obligations under the Prepetition Notes Indentures. As of the Petition Date, the Debtors remain obligated under the Prepetition Notes Indentures for an outstanding principal amount of approximately \$1.30 billion in the aggregate, plus accrued but unpaid interest, fees, costs, and expenses.

## 3. Decommissioning Liabilities

The Company's decommissioning liabilities associated with its oil and gas property and related assets include liabilities related to the plugging of wells, removal of the related platform and equipment, and site restoration. The Company reviews the adequacy of its planning for decommissioning liabilities whenever indicators suggest that the estimated cash flows and/or related timing needed to satisfy the liability have changed materially. The Company had decommissioning liabilities of \$137.3 million as of September 30, 2020.

## 4. Legacy Parent Guarantees

The Parent is a party to certain performance guarantees related to a legacy business that owned oil and gas interests and was sold in 2008. Specifically, the Parent sold ownership interests in one of its subsidiaries, SPN Resources LLC ("**SPN Resources**"), to Dynamic Offshore Resources, LLC ("**Dynamic**") pursuant to a purchase agreement between certain Debtors and Dynamic dated as of February 25, 2008. Through a number of M&A transactions over the years,

Fieldwood Energy LLC and certain of its affiliates<sup>9</sup> (“**Fieldwood**”) became Dynamic’s ultimate successor in ownership of the interests acquired from the Parent. Consequently, Fieldwood and its direct and indirect subsidiaries are now party to a number of leases and Fieldwood is also the designated operator for all properties titled in the name of its subsidiaries where Fieldwood and its subsidiaries have the power to designate the operator. The Parent serves as guarantor of the obligations of SPN Resources to certain predecessors in title to oil and gas interests under certain guarantees, set forth on Exhibit G, attached hereto (such guarantees, the “**Legacy Parent Guarantees**” and such claims, the “**Legacy Parent Guarantee Claims**”). The Legacy Parent Guarantees may expose the Parent to contingent liabilities to the extent that asset retirement obligations are matured for any leases supported by the Legacy Parent Guarantees and the predecessors in title who are the beneficiaries of the Legacy Parent Guarantees become liable for such obligations. As of the Petition Date, the Parent does not have outstanding obligations on account of the Legacy Parent Guarantees.

## 5. Trade Debt and Related Obligations

The Debtors incur trade debt with certain vendors in connection with the ordinary course operation of their businesses. The Debtors believe that, as of the Petition Date, they have trade debt and other related obligations in the aggregate amount of approximately \$27.5 million.

## D. EVENTS LEADING TO THE CHAPTER 11 FILING

### 1. Current State of the Oil & Gas Industry and Impact on Debtors.

The Debtors’ operations have been and likely will continue to be affected by the volatility of oil and natural gas prices. The oil and gas industry has been in one of the longest, steepest, and most sustained declines in oil and gas prices in recent history. Oil and natural gas prices are dependent on factors beyond the Company’s control, including the supply of and demand for oil, weather conditions, and political conditions, among others. As a result of the sustained market downturn, oil and gas companies around the world have dramatically curtailed capital and operating expenditures dedicated to oil and gas exploration, development and production, which in turn has contributed to the financial distress of numerous oilfield services companies. In fact, dozens of oilfield services companies, whose business is dependent on spending by oil and gas companies, have filed for bankruptcy in the last several years.

### 2. The Debtors’ Attempted Prepetition Strategic Divestiture

In the wake of the 2015 oil and gas industry correction and the protracted downturn, the Debtors determined that their strategy of a mid-cap, globally diversified energy service company would systemically be out of favor with stakeholders, and determined that more narrowly focused energy service companies would be more attractive to the investment community.

In 2016, the Debtors engaged Lazard Frères & Co. LLC to explore options to maximize stakeholder value. The Debtors determined that the separation of their U.S. onshore business units from their global business units would create significant value for stakeholders. The Debtors

<sup>9</sup> On August 3, 2020, Fieldwood, together with certain of its affiliates, filed a chapter 11 case in the United States Bankruptcy Court for the Southern District of Texas titled *In re Fieldwood Energy LLC*, et al., Case No. 20-33948 (MI) (Bankr. S.D. Tex. 2020) (the “**Fieldwood Cases**”).

identified four distinct divisions of the U.S. onshore business. While each division is predominately attached to U.S. onshore operations, they are distinct business units with little to no synergies among them. The four distinct divisions of the U.S. onshore business were: (a) hydraulic fracturing; (b) contract drilling; (c) accommodations rentals; and (d) well services.

The hydraulic fracturing business focused on using high-powered pumps to force sand, water, and chemicals underground to release trapped oil and gas. Beginning in 2018, the Debtors engaged with numerous hydraulic fracturing service providers regarding a potential sale of the business line. Sale discussions did not proceed beyond initial stages and the Debtors ultimately decided to discontinue operations of the hydraulic fracturing business in December 2019.

The contract drilling business operated oil rigs for the benefit of customers, fully supported by experienced superintendents, tool pushers, mechanics, and electricians. In 2018, the Debtors began a focused sale process and in June 2019, the Debtors agreed to divest their drilling rig service line, resulting in approximately \$74 million in cash proceeds at closing.

The accommodations rentals business is a niche onsite accommodations rental operation primarily servicing U.S. land operators. While the Debtors' accommodation rentals business has historically been a positive free cash flow generator, given their unique niche rental offering and limited geographical expansion opportunities, the Debtors began a sale solicitation process for the business in 2017. After a fulsome bidding process, the Debtors did not receive any actionable bids and the business was ultimately not sold.

The well services business provides essential pre- and post- fracturing support activities generally related to fluids that are utilized or generated during the completion and production phase. While not actively considered for divestiture, between 2014 and 2016, the Debtors received several unsolicited inquiries from strategic buyers to discuss potential stock-for-stock mergers. The Debtors engaged Goldman Sachs in 2017 to run a formal, targeted bid solicitation process. However, upon the announced merger between two competing industry participants in 2017, the Debtors suspended the solicitation process.

Subsequently, from 2017 through the first quarter of 2019, the Debtors initiated contact with numerous U.S. onshore well service management teams and boards of directors in order to better understand competitor strategies and market leadership capabilities. In December 2019, after consulting with advisors and examining a number of strategic options, the Debtors decided to divest their accommodation rentals and well services businesses, including their U.S. service rig, coiled tubing, wireline, pressure control, flowback, fluid management, and accommodations service lines (collectively, the “**NAM Business**”). The Debtors intended to combine their NAM Business entities with another independent oilfield services contractor, Forbes Energy Services Ltd. (“**Forbes**”), to create a new consolidated platform for U.S. completion, production and water solutions (the “**NAM Combination**”).

On December 18, 2019, the Parent and Forbes entered into a definitive merger agreement (the “**NAM Merger Agreement**”) in connection with the NAM Combination. The NAM Merger Agreement contemplated a separation of the NAM Business entities from the Company, a combination of the NAM Business entities and Forbes, and a corresponding uptier bond exchange, resulting in a deleveraging of the Debtors following the NAM Combination. However, as described further below, deteriorating market conditions, amplified by the significant reduction in

crude oil prices caused primarily by the COVID-19 pandemic and the Saudi-Russian price war, resulted in a significant decline in the demand for services provided by the Debtors, including the NAM Business entities, and Forbes. While the Debtors believed that their businesses should be separated into two distinct companies, it became impractical to complete the NAM Combination with Forbes and the Merger Agreement was terminated on June 1, 2020 in accordance with its terms.

### **3. The Impact of the COVID-19 Pandemic on the Debtors' Industry**

The Company's revenues and earnings can be affected by several factors, including changes in competition, fluctuations in drilling and completion activity, perceptions of future prices of oil and gas, government regulation, disruptions caused by weather and general economic conditions. However, the first three quarters of 2020 were characterized by unforeseeable shocks to the global economy generally, and the energy sector in particular. Specifically, the Saudi-Russian oil price war, combined with the COVID-19 pandemic, led to a decrease in the price of oil which was exacerbated by the decreased demand for oil. These unanticipated events have had a devastating near-term impact on the Debtors' operations and their business lines, and have impacted the Debtors' customers, vendors, and suppliers in all geographic areas where the Debtors operate. In fact, the U.S. oil and gas rig count fell by approximately 25% during the first quarter of 2020 and, as a further result of the COVID-19 pandemic and the Saudi-Russian oil price war, plunged by more than 60% in the second quarter of 2020. Further, the number of oil and gas rigs outside of the U.S. and Canada fell by more than 20% in the second quarter of 2020. Each resulting in a decrease in demand for the Debtors products and services. As a result, the Debtors' revenue in the second quarter of 2020 decreased by 43% to \$183.9 million, as compared to \$321.5 million in the first quarter of 2020. As the Debtors' customers continue to revise their capital budgets in order to adjust spending levels in response to lower commodity prices, the Debtors continue to experience significant pricing pressure for their products and services.

### **4. Prepetition Efforts to Combat Market Downturn**

The COVID-19 pandemic and the Saudi-Russian oil price war led to a decline in the price of oil and gas which severely impacted the Debtors' cash flow, borrowing capacity and ability to service their outstanding indebtedness. In response, the Debtors implemented a number of cost-saving contingencies to protect their business from further deterioration.

#### **(a) Cost Reduction Initiatives**

Before commencing these Chapter 11 Cases, the Debtors took a number of steps to improve their position in the market, and more recently, their capital structure and liquidity needs, without resorting to a comprehensive in-court restructuring, including cutting costs, reducing capital expenditures and managing liquidity.

Specifically, in the months leading up to these Chapter 11 Cases, the Debtors implemented a number of cost reduction activities to "right size" operations to the current business environment. In the second quarter of 2020, the Debtors implemented actions to reduce their payroll costs through a combination of salary reductions, reductions in force and furloughs. The Debtors also limited their expected capital expenditures to no more than \$50 million for the full fiscal year 2020. Additionally, the Debtors have realized cost savings through leveraging governmental relief efforts

to defer payroll and other tax payments, resulting in higher future cash flows for 2020, including a tax refund of \$30.5 million received in July 2020.

(b) Prepetition Credit Agreement Amendment

On August 5, 2020, the Debtors amended the Prepetition Credit Agreement to permit the use of up to the lesser of (a) \$100 million and (b) 105% of the face value of certain third-party letters of credit, surety, judgment, appeal, or performance bonds, and similar obligations of the Debtors, to cash collateralize such obligations. The Debtors were required to reduce the amount of letters of credit issued pursuant to the Prepetition Credit Agreement to bring availability thereunder to at least \$37.5 million, and to deposit \$25 million in an account under their lenders' control to further secure their obligations under the Prepetition Credit Agreement, in each case within five business days after the effective date of the amendment. The amendment also prohibits the Debtors from requesting any loans under the Prepetition Credit Agreement and restricts the Debtors' flexibility under certain of the investment, indebtedness, junior debt repayment and restricted payment covenants thereunder. Although these actions on the surface may have appeared to have a negligible effect on liquidity, as a result of these actions, the Debtors were able to avoid breaching certain covenants under the Prepetition Credit Agreement that would have required the Debtors to give the lenders cash dominion and to supply weekly borrowing base reports.

(c) The New York Stock Exchange Delisting Notice and Transition to OTCQX Market

On March 30, 2020, the NYSE notified the Parent that it no longer was in compliance with the NYSE's continued listing standards because the Parent's average global market capitalization over a consecutive 30 trading-day period had dropped below \$50 million and its stockholders' equity was simultaneously below \$50 million. In accordance with the applicable NYSE rules, on May 14, 2020, the Parent submitted its plan to cure such deficiency and regain compliance with the NYSE continued listing standards, and, on June 25, 2020, the NYSE accepted the plan. On September 17, 2020, the NYSE notified the Parent that the NYSE would commence proceedings to delist and suspend trading of the Parent's common stock from the NYSE due to its noncompliance with the NYSE continued listing standards that requires maintaining an average global market capitalization over a consecutive 30-day trading period of at least \$15 million. Effective September 18, 2020, the Parent's common stock commenced trading in the over-the-counter securities marketplace on the OTCQX Market under the symbol "SPNX." The Parent's transition to the OTCQX Market did not, and is not expected to, affect its or the other Debtors' business operations. On October 2, 2020, the NYSE filed a Form 25 delisting the Debtors' common stock from trading on the NYSE, which delisting became effective 10 days after the filing of the Form 25.

## **5. The Debtors' Prepetition Restructuring Efforts**

As the global outbreak of the COVID-19 pandemic continued to rapidly evolve, the Company's management expected it to continue to materially and adversely affect the Company's revenue, financial condition, profitability and cash flow for an indeterminate period of time. As a result, the Debtors decided to take the alternative and necessary actions to right-size the business for expected activity levels across the business. As such, beginning in the summer of 2020, the



Parent's board of directors authorized the retention of advisors, including Latham & Watkins LLP ("**Latham**") as legal counsel, Ducera Partners LLC ("**Ducera**") and Johnson Rice & Company ("**Johnson Rice**") as investment bankers, and Alvarez & Marsal North America, LLC ("**A&M**") as financial advisor, to assist the Debtors' evaluation of various strategic alternatives in the face of the market downturn as a result of the COVID-19 pandemic and the Russia-Saudi oil price war. Over the course of several months, the Debtors and their advisors engaged in extensive discussions and negotiations with various stakeholders, including the Prepetition Credit Agreement Lenders represented by Simpson Thacher & Bartlett LLP, as legal counsel, and FTI Consulting, Inc., as financial advisor, and the Ad Hoc Noteholder Group represented by Davis Polk & Wardwell LLP, as legal counsel, and Evercore Group L.L.C., as financial advisor, regarding a potential restructuring of the Debtors' balance sheet and business operations.

The Debtors, their advisors, the Ad Hoc Noteholder Group and their advisors focused on proactively exploring a wide range of strategic alternatives, taking into account various factors, including but not limited to market feedback, the Debtors' deteriorating economic outlook, as well as the deteriorating industry-wide environment. Ultimately, the aforementioned negotiations were successful and resulted in the Restructuring agreed upon in the Restructuring Support Agreement by and among the Parent and its direct and indirect wholly-owned domestic subsidiaries, and the Ad Hoc Noteholder Group. As further described below, the terms of the Restructuring Support Agreement would substantially deleverage the Debtors' long-term debt and related interest costs, provide access to exit financing, eliminate the potential Legacy Parent Guarantee Claims at the Parent level, and establish a capital structure that the Parent believes will allow its businesses to thrive in a low-commodity-price environment.

## 6. The Debtors' Entry into the Restructuring Support Agreement<sup>10</sup>

On December 4, 2020, the Debtors and the Consenting Noteholders entered into the Restructuring Support Agreement whereby the Consenting Noteholders have agreed to a series of deleveraging transactions (the "**Restructuring**") that will eliminate approximately \$1.30 billion of funded debt obligations of the Debtors through the Plan. The Restructuring contemplates the equitization of all amounts outstanding under the Debtors' Prepetition Notes and the refinancing of the amounts outstanding under the Prepetition Credit Agreement through the Exit Facility.

The Original Restructuring Support Agreement contemplated a 2.0% equity recovery and issuance of warrants to Holders of Old Parent Interests. However, after executing the Original Restructuring Support Agreement, the Ad Hoc Noteholder Group was informed that there may be substantial liabilities (albeit contingent) at the Parent. After being made aware of this information, the Ad Hoc Noteholder Group informed the Debtors that they were no longer willing to discharge and fully equitize their Claims pursuant to the transaction structure contemplated by the Original Restructuring Support Agreement. Because the Legacy Parent Guarantee Claims exist only against the Parent and there are virtually no assets at the Parent that would permit a recovery to any creditor of the Parent, the Original Restructuring Support Agreement was amended to

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<sup>10</sup> This summary is qualified in its entirety by the Restructuring Support Agreement. To the extent that any provision of this summary is inconsistent with the Restructuring Support Agreement, the Restructuring Support Agreement will control.

eliminate any recovery to Holders of Old Parent Interests to allow for a recovery to the creditors of the Parent, including Holders of the Legacy Parent Guarantee Claims.

Under the terms of the Original Restructuring Support Agreement, the Ad Hoc Noteholder Group also informed the Company that it would not make the election to split the Company.<sup>11</sup> The Ad Hoc Noteholder Group, pursuant to the Restructuring Support Agreement, is obligated to support the Plan that will discharge their claims in exchange for:

- In the case of Holders of Prepetition Notes Claims against the Parent, each Holder's Pro Rata share (calculated together with the Claims in Class 6) of the Parent GUC Recovery Cash Pool; *provided* that the Holders of the Prepetition Notes Claims against the Parent will waive any distribution from the Parent GUC Recovery Cash Pool; and
- In the case of Prepetition Notes Claims against any Affiliate Debtor,
  - (i) the Cash Payout or
  - (ii) solely to the extent that such Holder timely and validly elects to be a Cash Opt-Out Noteholder on the Ballot provided to such Holder or is otherwise deemed to be a Cash Opt-Out Noteholder, (A) 100% of the New Common Stock Pool, subject to dilution from and after the Effective Date on account of the New MIP Equity, and (B), to the extent such Holder is an Accredited Cash Opt-Out Noteholder, Subscription Rights.

Under the terms of the Restructuring Support Agreement, the Ad Hoc Noteholder Group, which includes Holders of Claims arising under the Prepetition Notes, have agreed to vote to accept the Plan. The Restructuring will provide substantial benefits to the Debtors and all of their stakeholders and will leave the Debtors' business intact and substantially deleveraged, providing for the reduction of approximately \$1.30 billion of debt. The Restructuring will also eliminate millions of dollars in potential liability consisting of the Legacy Parent Guarantee Claims. This deleveraging, coupled with the elimination of the potentially substantial Legacy Parent Guarantee Claims, will enhance the Debtors' long-term growth prospects and competitive position and allow the Debtors to emerge from the Chapter 11 Cases as reorganized entities better positioned to succeed in the oil and gas services industry. In addition, the Restructuring will allow the Debtors' management team to focus on operational performance and value creation. A significantly improved balance sheet will provide the Reorganized Debtors with increased financial flexibility and the ability to pursue value-maximizing opportunities that will strengthen the Reorganized Debtors' customer service offerings.

The Restructuring Support Agreement includes certain milestones for the progress of the Chapter 11 Cases, which include the dates by which the Debtors are required to, among other things, obtain certain court orders and complete the Restructuring. The Restructuring Support Agreement milestones are subject to federal holidays and Bankruptcy Court availability for hearings.

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<sup>11</sup> Pursuant to the Original Restructuring Support Agreement, the Restructuring provided the Ad Hoc Noteholder Group the option to elect to either (i) split the Company (as defined below) into two distinct companies whereby the holders of Prepetition Notes Claims would own over 95% of both companies or (ii) keep the Company intact and own 98% of the Reorganized Debtors.



Milestone	Deadline
Commencement of Solicitation	No later than December 6, 2020
Commencement of Chapter 11 Cases	No later than December 7, 2020
Filing of Chapter 11 Plan, Disclosure Statement, and Solicitation Procedures Motion	No later than December 7, 2020
Entry of orders approving first day relief	No later than December 11, 2020
Entry of order confirming the Chapter 11 Plan	No later than January 25, 2021
Chapter 11 Plan Effective Date	No later than February 1, 2021

## 7. DIP Financing

To ensure access to letters of credit during these Chapter 11 Cases, the Debtors negotiated the DIP Financing with certain of their existing Prepetition Credit Agreement Lenders. The DIP Financing is critical to the Debtors' ability to operate postpetition and ultimately emerge from these Chapter 11 Cases. The structure of the DIP Financing substantially mirrors the prepetition debt financing under the Prepetition Credit Agreement. As described above, there are no outstanding loans under the Prepetition Credit Agreement, but the Debtors had approximately \$47.4 million in outstanding letters of credit issued under the Prepetition Credit Agreement.

The DIP Financing will consist of senior secured postpetition obligations on a superpriority basis in respect of a senior secured superpriority letter of credit facility in the aggregate principal amount of \$120 million (the "**DIP Facility**"). The Debtors are seeking to have the outstanding amounts of the letters of credit under the Prepetition Credit Agreement to be deemed issued under the DIP Facility and for those letters of credit to be deemed issued under the Exit Facility (as defined in the Plan), to the extent such letters of credit are still outstanding.

The DIP Facility was the product of extensive arm's-length, good-faith negotiations with certain of the Prepetition Credit Agreement Lenders. The proposed DIP Facility ensures that the outstanding letters of credit under the Prepetition Credit Agreement stay in place and can continue to be relied upon by the Debtors and their customers and vendors.

The DIP Facility demonstrates the ongoing support of the Prepetition Credit Agreement Lenders for the Debtors' financial and operational restructuring. Obtaining access to the DIP Facility will allow the Debtors to send a clear message to customers and their vendor base that the Debtors will continue to be a reliable partner and that they will be ready to capitalize on gaining market share upon the industry turnaround. In addition, relying solely on cash collateral may constrain the Debtors' financial position in the event the Debtors would have to cash collateralize any obligations arising from letters of credit issued under the Prepetition Credit Agreement. Accordingly, the proposed DIP Facility will provide much-needed stabilization to the Debtors' business operations and the economic terms of the proposed DIP Facility are highly competitive and reflect the support of the Debtors' preexisting lenders for the Debtors' restructuring. As a result, the proposed DIP Facility is in the best interests of the Debtors' estates.

### III. ANTICIPATED EVENTS DURING THE CHAPTER 11 CASE

#### A. CHAPTER 11 FIRST DAY MOTIONS AND CERTAIN RELATED RELIEF

In accordance with the Restructuring Support Agreement, the Debtors anticipate filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code on or around December 7, 2020. The filing of the petitions will commence the Chapter 11 Cases at which time the Debtors will be afforded the benefits and become subject to the limitations of the Bankruptcy Code.

The Debtors intend to continue operating their businesses in the ordinary course during the pendency of the Chapter 11 Cases as they have been doing prior to the intended Petition Date. To facilitate the efficient and expeditious implementation of the Plan through the Chapter 11 Cases, and to minimize disruptions to the Debtors' operations on the Petition Date, the Debtors intend to seek to have all of the Chapter 11 Cases assigned to the same bankruptcy judge and administered jointly, and to file various motions seeking important and urgent relief from the Bankruptcy Court. Such relief, if granted, will assist in the administration of the Chapter 11 Cases; however, there can be no assurance that the requested relief will be granted by the Bankruptcy Court.

##### 1. First Day Motions and Other Related Relief

On the Petition Date, the Debtors intend to file multiple motions seeking various relief from the Bankruptcy Court and authorizing the Debtors to maintain their operations in the ordinary course. Such relief is designed to ensure a seamless transition between the Debtors' prepetition and postpetition business operations, facilitate a smooth reorganization through the Chapter 11 Cases and minimize any disruptions to the Debtors' operations. The following is a brief overview of the relief the Debtors intend to seek on the Petition Date to maintain their operations in the ordinary course.

##### (a) First Day Motions

Recognizing that any interruption of the Debtors' business, even for a brief period of time, would negatively impact their operations, customer relationships, revenue and profits, the Debtors intend to file a number of motions to help stabilize their operations and effectuate, as much as possible, a smooth transition into operations as debtors in possession. Specifically, the Debtors will request, among other things, that the Bankruptcy Court enter orders authorizing the Debtors to:

- maintain and administer customer programs and honor their obligations arising under or relating to those customer programs;
- continue insurance and surety bond programs and enter into new insurance policies, if necessary;
- establish procedures to protect certain tax attributes, including stock trading restrictions; and

- maintain their existing cash management system, maintain existing bank accounts and continue entering into certain intercompany transactions among the Debtors and with their non-Debtor affiliates.

(b) Motion to Approve Debtor in Possession Financing

The Debtors intend to file a motion (the “**DIP Motion**”) to approve the DIP Facility, as described above, and the use of cash collateral. Access to the DIP Facility and the use of Cash Collateral (as such term is defined in section 363(a) of the Bankruptcy Code) is critical to ensure that the Debtors have sufficient liquidity to operate their business and administer their estates during these Chapter 11 Cases. The DIP Motion requests that the outstanding obligations under the Prepetition Credit Agreement be rolled up into the DIP Facility, including any and all letters of credit obligations. The DIP Motion also provides for certain adequate protection (the “**Adequate Protection Obligations**”) to the Prepetition Credit Agreement Lenders, including, but not limited to, the following: (a) a replacement lien on all collateral securing the DIP Facility, (b) granting superpriority status to Adequate Protection Obligations pursuant to section 507(b) of the Bankruptcy Code, and (c) making certain interest, fee, and expense payments to the Prepetition Credit Agreement Lenders.

**2. Other Procedural Motions**

To facilitate a smooth and efficient administration of the Chapter 11 Cases, the Debtors intend to file several other motions that are common to chapter 11 cases of similar size and complexity as the Chapter 11 Cases, including, among others, a motion for entry of an order directing the joint administration of the Chapter 11 Cases and applications to retain various professionals to assist the Debtors in the Chapter 11 Cases.

**3. Solicitation Procedures Motion**

Contemporaneously with the filing of their chapter 11 petitions, the Debtors will seek an order of the Bankruptcy Court, among other things, (i) conditionally approving the Disclosure Statement for purposes of soliciting the Holders of Claims in the Voting Classes and the Solicitation in connection therewith, (ii) approving the Equity Rights Offering Procedures, and (iii) scheduling the Confirmation Hearing to consider the adequacy of the Disclosure Statement and confirmation of the Plan (the “**Solicitation Procedures Motion**”). Notice of these hearings will be published and mailed to all known Holders of Claims and Equity Interests in accordance with orders of the Bankruptcy Court to be requested by the Debtors.

**4. Bar Date Motion**

Contemporaneously with the filing of their chapter 11 petitions, the Debtors will seek an order of the Bankruptcy Court establishing claims bar dates for filing proofs of claim against the Parent only. The dates requested in this motion will be January 7, 2021 at 5:00 pm (Prevailing Central Time) for general claims against the Parent and June 7, 2021 at 5:00 p.m. (Prevailing Central Time) for claims filed by governmental units against the Parent.

## 5. Filing of the Schedules

Contemporaneously with the filing of their chapter 11 petitions, the Debtors will file a schedule of assets and liabilities of the Parent, as well as a statement of financial affairs for the Parent.

## 6. Timetable for Chapter 11 Cases

In accordance with the Restructuring Support Agreement, the Debtors have agreed to proceed with the implementation of the Plan through the Chapter 11 Cases. The milestones contained in the Restructuring Support Agreement are described in section II.D.6. Achieving the various milestones under the Restructuring Support Agreement is crucial to successfully reorganizing the Debtors.

### B. EXCLUSIVE PERIOD FOR FILING A CHAPTER 11 PLAN AND SOLICITING VOTES

Under the Bankruptcy Code, a debtor has the exclusive right to file and solicit acceptances of a plan or plans of reorganization for an initial period of 120 days from the date on which the debtor filed for voluntary relief. If a debtor files a plan within this exclusive period, then the debtor has the exclusive right for 180 days from the petition date to solicit acceptances to the plan. During these exclusive periods, no other party in interest may file a competing plan of reorganization; however, a court may extend these periods upon request of a party in interest and “for cause.”

## IV. SUMMARY OF THE PLAN

### A. GENERAL

This section of the Disclosure Statement summarize the Plan, a copy of which is annexed hereto as **Exhibit A**. This summary is qualified in its entirety by reference to the Plan. **YOU SHOULD READ THE PLAN IN ITS ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.**

In general, a chapter 11 plan (1) divides claims and equity interests into separate classes, (2) specifies the consideration that each class is to receive under the plan and (3) contains other provisions necessary to implement the plan. Under the Bankruptcy Code, “claims” and “equity interests,” rather than “creditors” and “shareholders,” are classified because creditors and shareholders may hold claims and equity interests in more than one class. Under section 1124 of the Bankruptcy Code, a class of claims is “impaired” under a plan unless the plan (1) leaves unaltered the legal, equitable, and contractual rights of each holder of a claim in such class or (2) provides, among other things, for the cure of certain existing defaults and reinstatement of the maturity of claims in such class. Under the Plan, Classes 5 and 8 are impaired, and Holders of Claims or Interests in such Classes are entitled to vote to accept or reject the Plan subject to an objection filed by the Debtors. Ballots or Notices of Non-Voting Status (as applicable) are being furnished herewith to all Holders of Claims and Equity Interests to either facilitate their voting to accept or reject the Plan or solely for purposes of affirmatively opting out of the Third Party Releases.

## B. ADMINISTRATIVE, DIP FACILITY, AND PRIORITY TAX CLAIMS

### 1. Administrative Claims

Subject to sub-paragraph (a) below, on the later of the Effective Date or the date on which an Administrative Claim becomes an Allowed Administrative Claim, or, in each such case, as soon as practicable thereafter, each Holder of an Allowed Administrative Claim (other than an Allowed Professional Fee Claim) will receive, in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Claim either (i) Cash equal to the amount of such Allowed Administrative Claim; or (ii) such other less favorable treatment as to which the Debtors (with the consent of the Required Consenting Noteholders) or Reorganized Debtors, as applicable, and the Holder of such Allowed Administrative Claim will have agreed upon in writing; *provided, however*, that Administrative Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court.

#### (a) Professional Fee Claims

Professionals or other Entities asserting a Professional Fee Claim for services rendered before the Effective Date must File and serve on counsel to the Reorganized Debtors, counsel to the Ad Hoc Noteholder Group and such other Entities who are designated in the Confirmation Order an application for final allowance of such Professional Fee Claim no later than the Professional Fees Bar Date; provided that no application or notice to or order of the Bankruptcy Court will be required in order for the Reorganized Debtors to pay Professionals for any work performed after the Effective Date, including those reasonable and documented fees and expenses incurred by Professionals in connection with the implementation and consummation of the Plan.

Objections to any Professional Fee Claim must be Filed and served on counsel to the Reorganized Debtors, counsel to the Ad Hoc Noteholder Group and the requesting party by no later than twenty-one (21) days after the Filing of the applicable final request for payment of the Professional Fee Claim. Each Holder of an Allowed Professional Fee Claim will be paid in full in Cash by the Reorganized Debtors, first from the Professional Fee Claim Reserve, within five (5) Business Days after entry of the order approving such Allowed Professional Fee Claim. The Reorganized Debtors will not commingle any funds contained in the Professional Fee Claim Reserve and will use such funds to pay only the Professional Fee Claims, as and when allowed by order of the Bankruptcy Court. Notwithstanding anything to the contrary contained in the Plan, the failure of the Professional Fee Claim Reserve to satisfy in full the Professional Fee Claims will not, in any way, operate or be construed as a cap or limitation on the amount of Professional Fee Claims due and payable by the Reorganized Debtors. The Professional Fee Claim Reserve will be maintained in trust for the Professionals and will not be considered property of the Debtors' Estates; *provided* that the Reorganized Debtors will have a reversionary interest in the Unused Cash Reserve Amount. To the extent that funds held in the Professional Fee Claim Reserve do not or are unable to satisfy the full amount of the Allowed Professional Fee Claims, such Professionals will have an Allowed Administrative Claim for any such deficiency, which will be satisfied in full in Cash in accordance with Article II. **Error! Reference source not found.** of the Plan.

## 2. DIP Super-Priority Claims

The DIP Super-Priority Claims will be Allowed in the full amount due and owing under the DIP Documents, including all principal, accrued and accruing postpetition interest, costs, fees and expenses. On the Effective Date, the Allowed DIP Super-Priority Claims will, in full satisfaction, settlement, discharge and release of, and in exchange for such DIP Super-Priority Claims, be indefeasibly paid in full in Cash from the proceeds of each Exit Facility and the DIP Liens will be deemed discharged, released, and terminated for all purposes without further action of or by any Person or Entity, or will be deemed by the Confirmation Order to continue so as to secure the Exit Facility, as the case may be; *provided* that the DIP Contingent Obligations will survive the Effective Date on an unsecured basis and will be paid by the Reorganized Debtors as and when due; *provided further* that any Allowed DIP Super-Priority Claims related to letters of credit issued and outstanding as of the Effective Date, or to cash management obligations or hedging obligations in existence on the Effective Date, may be deemed outstanding under the Exit ABL Facility or receive such other treatment as may be acceptable to the Debtors, the DIP Agent and the Required Consenting Noteholders.

## 3. Priority Tax Claims

Subject to H of the Plan, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Priority Tax Claim will receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Priority Tax Claim, at the election of the Debtors or Reorganized Debtors, as applicable: (i) Cash equal to the amount of such Allowed Priority Tax Claim; (ii) such other less favorable treatment as to which the Debtors (with the consent of the Required Consenting Noteholders) or Reorganized Debtors, as applicable, and the Holder of such Allowed Priority Tax Claim have agreed upon in writing; (iii) such other treatment such that it will not be Impaired pursuant to section 1124 of the Bankruptcy Code; or (iv) pursuant to and in accordance with sections 1129(a)(9)(C) and 1129(a)(9)(D) of the Bankruptcy Code, Cash in an aggregate amount of such Allowed Priority Tax Claim payable in regular installment payments over a period ending not more than five (5) years after the Petition Date, plus simple interest at the rate required by applicable non-bankruptcy law on any outstanding balance from the Effective Date, or such lesser rate as is agreed to in writing by a particular taxing authority and the Debtors or Reorganized Debtors, as applicable, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code; *provided, however*, that Priority Tax Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court. Any installment payments to be made under clause (iii) or (iv) above will be made in equal quarterly Cash payments beginning on the Effective Date (or as soon as reasonably practicable thereafter), and continuing on a quarterly basis until payment in full of the applicable Allowed Priority Tax Claim.



## C. CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS

### 1. Summary

The Plan constitutes a separate plan of reorganization for each Debtor. All Claims and Equity Interests, except Administrative Claims, DIP Super-Priority Claims, and Priority Tax Claims, are placed in the Classes set forth below. For all purposes under the Plan, each Class will contain sub-Classes for each of the Debtors (*i.e.*, there will be twelve (12) Classes for each Debtor); *provided*, that any Class that is vacant as to a particular Debtor will be treated in accordance with Article III.D of the Plan.

The categories of Claims and Equity Interests listed below classify Claims and Equity Interests for all purposes, including, without limitation, for voting, confirmation and distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. The Plan deems a Claim or Equity Interest to be classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and will be deemed classified in a different Class to the extent that any remaining portion of such Claim or Equity Interest qualifies within the description of such different Class. A Claim or Equity Interest is in a particular Class only to the extent that any such Claim or Equity Interest is Allowed in that Class and has not been paid, released, disallowed or otherwise settled prior to the Effective Date.



Summary of Classification and Treatment of Classified Claims and Equity Interests

<b>Class</b>	<b>Claim/Equity Interest</b>	<b>Status</b>	<b>Voting Rights</b>
1.	Other Priority Claims	Unimpaired	Presumed to Accept
2.	Other Secured Claims	Unimpaired	Presumed to Accept
3.	Secured Tax Claims	Unimpaired	Presumed to Accept
4.	Prepetition Credit Agreement Claims	Unimpaired	Presumed to Accept
5.	<b><i>Prepetition Notes Claims Against Parent</i></b>	<b><i>Impaired</i></b>	<b><i>Entitled to Vote</i></b>
6.	<b><i>General Unsecured Claims Against Parent</i></b>	<b><i>Impaired</i></b>	<b><i>Entitled to Vote</i></b>
7.	<b><i>Prepetition Notes Claims Against Affiliate Debtors</i></b>	<b><i>Impaired</i></b>	<b><i>Entitled to Vote</i></b>
8.	General Unsecured Claims Against Affiliate Debtors	Unimpaired	Presumed to Accept
9.	Intercompany Claims	Unimpaired	Presumed to Accept
10.	Old Parent Interests	Impaired	Deemed to Reject
11.	Intercompany Equity Interests	Unimpaired	Presumed to Accept
12.	510(b) Equity Claims	Impaired	Deemed to Reject

**2. Classification and Treatment of Claims and Equity Interests**

(a) Class 1 – Other Priority Claims

- Classification: Class 1 consists of the Other Priority Claims.
- Treatment: Subject to H of the Plan, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Class 1 Claim will receive in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 1 Claim, at the election of the Debtors or Reorganized Debtors, as applicable (with the consent of the Required Consenting Noteholders): (A) Cash equal to the amount of such Allowed Class 1 Claim; (B) such other less favorable treatment as to which the Debtors or Reorganized Debtors, as applicable, and the Holder of such Allowed Class 1 Claim will have agreed upon in writing; or (C) such other treatment such that it will not be impaired pursuant to section 1124 of the Bankruptcy Code;

*provided, however*, that Class 1 Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with the terms and conditions of any agreements relating thereto without further notice to or order of the Bankruptcy Court.

- *Voting*: Class 1 is an Unimpaired Class, and the Holders of Claims in Class 1 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 1 are not entitled to vote to accept or reject the Plan. Holders of Claims in Class 1 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting-out of the Third Party Releases.

(b) Class 2 – Other Secured Claims

- *Classification*: Class 2 consists of the Other Secured Claims. Class 2 consists of separate subclasses for each Other Secured Claim.
- *Treatment*: Subject to H of the Plan, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Class 2 Claim will receive in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 2 Claim, at the election of the Debtors or Reorganized Debtors, as applicable (with the consent of the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement): (A) Cash equal to the amount of such Allowed Class 2 Claim; (B) such other less favorable treatment as to which the Debtors or Reorganized Debtors, as applicable, and the Holder of such Allowed Class 2 Claim will have agreed upon in writing; (C) the Collateral securing such Allowed Class 2 Claim; or (D) such other treatment such that it will not be impaired pursuant to section 1124 of the Bankruptcy Code; *provided, however*, that Class 2 Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with the terms and conditions of any agreements relating thereto without further notice to or order of the Bankruptcy Court.
- *Voting*: Class 2 is an Unimpaired Class, and the Holders of Claims in Class 2 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 2 are not entitled to vote to accept or reject the Plan. Holders of Claims in Class 2 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting-out of the Third Party Releases.

(c) Class 3 - Secured Tax Claims

- *Classification*: Class 3 consists of the Secured Tax Claims.

- *Treatment*: Subject to H of the Plan, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Class 3 Claim will receive in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 3 Claim, at the election of the Debtors or Reorganized Debtors, as applicable (with the consent of the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement): (A) Cash equal to the amount of such Allowed Class 3 Claim; (B) such other less favorable treatment as to which the Debtors or Reorganized Debtors, as applicable, and the Holder of such Allowed Class 3 Claim will have agreed upon in writing; (C) the Collateral securing such Allowed Class 3 Claim; (D) such other treatment such that it will not be impaired pursuant to section 1124 of the Bankruptcy Code; or (E) pursuant to and in accordance with sections 1129(a)(9)(C) and 1129(a)(9)(D) of the Bankruptcy Code, Cash in an aggregate amount of such Allowed Class 3 Claim payable in regular installment payments over a period ending not more than five (5) years after the Petition Date, plus simple interest at the rate required by applicable non-bankruptcy law on any outstanding balance from the Effective Date, or such lesser rate as is agreed to in writing by a particular taxing authority and the Debtors or Reorganized Debtors, as applicable, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code; *provided, however*, that Class 3 Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court. Any installment payments to be made under clause (D) or (E) above will be made in equal quarterly Cash payments beginning on the Effective Date (or as soon as reasonably practicable thereafter), and continuing on a quarterly basis until payment in full of the applicable Allowed Class 3 Claim.
  - *Voting*: Class 3 is an Unimpaired Class, and the Holders of Claims in Class 3 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 3 are not entitled to vote to accept or reject the Plan. Holders of Claims in Class 3 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases.
- (d) Class 4 – Prepetition Credit Agreement Claims
- *Classification*: Class 4 consists of the Prepetition Credit Agreement Claims.
  - *Allowance*: The Prepetition Credit Agreement Claims are deemed Allowed in the aggregate principal amount of \$47,357,274.86, plus accrued and unpaid interest thereon.
  - *Treatment*: On the Effective Date, the Allowed Prepetition Credit Agreement Claims, other than Prepetition Credit Agreement Claims related to any outstanding letters of credit, will, in full and final satisfaction, settlement,

discharge and release of, and in exchange for, such Claims, be indefeasibly paid in full in Cash. To the extent any Prepetition Credit Agreement Claims related to letters of credit issued and outstanding, cash management obligations, or hedging obligations, in each case, as of the Effective Date under the Prepetition Credit Agreement, have not been deemed outstanding under the DIP Facility pursuant to the DIP Orders, such Claims will in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Claims either be (i) in the case of Claims in respect of letters of credit, 105% cash collateralized, (ii) be deemed outstanding under the Exit ABL Facility, or (iii) receive such other treatment as may be acceptable to the Debtors, the Prepetition Credit Agreement Agent, the Issuing Lenders if applicable (as defined in the Prepetition Credit Agreement) and the Required Consenting Noteholders.

- Voting: Class 4 is an Unimpaired Class, and the Holders of Claims in Class 4 will be conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Claims in Class 4 are not entitled to vote to accept or reject the Plan. Holders of Claims in Class 4 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases.

(e) Class 5 – Prepetition Notes Claims Against Parent

- Classification: Class 5 consists of the Prepetition Notes Claims against Parent only.
- Allowance: The Prepetition Notes Claims against Parent are deemed Allowed in the aggregate principal amount of \$1.30 billion, plus accrued and unpaid interest thereon, consisting of:
  - \$800 million in aggregate principal amount, plus accrued and unpaid interest on account of the 2021 Notes; and
  - \$500 million in aggregate principal amount, plus accrued and unpaid interest on account of the 2024 Notes.
- Treatment: On, or as soon as reasonably practicable after, the Effective Date, each Holder of an Allowed Prepetition Notes Claim against Parent will receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim, its Pro Rata share (calculated together with the Claims in Class 6) of the Parent GUC Recovery Cash Pool; provided that the Holders of the Prepetition Notes Claims against the Parent will waive any distribution from the Parent GUC Recovery Cash Pool.
- Voting: Class 5 is Impaired, and Holders of Claims in Class 5 are entitled to vote to accept or reject the Plan.

***The foregoing is offered to Class 5 solely for settlement purposes under Rule 408 of the Federal Rules of Evidence and analogous state law, and such settlement is conditioned on the Bankruptcy Court confirming the Plan and the occurrence of the Effective Date.***

(f) Class 6 – General Unsecured Claims Against Parent

- Classification: Class 6 consists of the General Unsecured Claims against Parent only.
- Treatment: Subject to Article VIII of the Plan, on, or as soon as reasonably practicable after, the Effective Date, each Holder of an Allowed General Unsecured Claim against Parent will receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim, its Pro Rata share (calculated together with the Claims in Class 5) of the Parent GUC Recovery Cash Pool.
- Voting: Class 6 is Impaired, and Holders of Claims in Class 6 are entitled to vote to accept or reject the Plan.

***The foregoing is offered to Class 6 solely for settlement purposes under Rule 408 of the Federal Rules of Evidence and analogous state law, and such settlement is conditioned on the Bankruptcy Court confirming the Plan and the occurrence of the Effective Date.***

(g) Class 7 – Prepetition Notes Claims Against Affiliate Debtors

- Classification: Class 7 consists of the Prepetition Notes Claims against any Affiliate Debtor.
- Allowance: The Prepetition Notes Claims against any Affiliate Debtor are deemed Allowed in the aggregate principal amount of \$1.30 billion, plus accrued and unpaid interest thereon, consisting of:
  - \$800 million in aggregate principal amount, plus accrued and unpaid interest on account of the 2021 Notes; and
  - \$500 million in aggregate principal amount, plus accrued and unpaid interest on account of the 2024 Notes.
- Treatment: On the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Prepetition Notes Claim against any Affiliate Debtor will receive, in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Claim, its Pro Rata share of:
  - the Cash Payout, or
  - solely to the extent that such Holder timely and validly elects to be a Cash Opt-Out Noteholder on the Ballot provided to such Holder or is otherwise deemed to be a Cash Opt-Out Noteholder, (A) 100% of the New Common Stock Pool, subject to dilution from and after the Effective Date on account of the New MIP Equity, and (B), to the extent such Holder is an Accredited Cash Opt-Out Noteholder, Subscription Rights.

In order to opt out of the Cash Payout with respect to all or any portion of its Allowed Prepetition Notes Claim, such applicable Prepetition Noteholder will

be required to tender the underlying Prepetition Notes into a contra-CUSIP pursuant to DTC's ATOP procedures at the time such Holder submits its Ballot, and Prepetition Notes that are tendered into the contra-CUSIP may no longer be transferable.

Notwithstanding anything to the contrary in the Plan, the Cash Payout is contingent upon the consummation of the Equity Rights Offering, and in the event that the Equity Rights Offering is not consummated, no Cash Payout will be distributed to any Holder of an Allowed Prepetition Notes Claim and each Holder of Allowed Prepetition Notes Claims will receive the distribution set forth in subsection (ii) above, regardless of whether such Holder timely and validly elected to be a Cash Opt-Out Noteholder.

- *Voting*: Class 7 is Impaired, and Holders of Claims in Class 7 are entitled to vote to accept or reject the Plan.

(h) Class 8 – General Unsecured Claims Against Affiliate Debtors

- *Classification*: Class 8 consists of the General Unsecured Claims against any Affiliate Debtor.
- *Treatment*: The legal, equitable, and contractual rights of the holders of General Unsecured Claims against any Affiliate Debtor are unaltered by the Plan. Except to the extent that a holder of a General Unsecured Claim against any Affiliate Debtor agrees to a different treatment, on and after the Effective Date, the Debtors will continue to pay (if Allowed) or dispute each General Unsecured Claim against any Affiliate Debtor in the ordinary course of business in accordance with applicable law.
- *Voting*: Class 8 is an Unimpaired Class, and the Holders of Claims in Class 8 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 8 are not entitled to vote to accept or reject the Plan. Holders of Claims in Class 8 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases.

(i) Class 9 – Intercompany Claims

- *Classification*: Class 9 consists of the Intercompany Claims.
- *Treatment*: Subject to the Restructuring Transactions, the Intercompany Claims will be adjusted, reinstated, compromised, or cancelled in such manner as is acceptable to the Required Consenting Noteholders, in consultation with the Debtors.
- *Voting*: Class 9 is an Unimpaired Class and the Holders of Claims in Class 9 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 9 are not entitled to vote to accept or reject the Plan.



(j) Class 10 – Old Parent Interests

- Classification: Class 10 consists of the Old Parent Interests.
- Treatment: The Old Parent Interests will be discharged and terminated on and as of the Effective Date without any distribution or retaining any property on account of such Equity Interests.
- Voting: Class 10 is an Impaired Class and the Holders of Old Parent Interests in Class 10 are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, the Holders of Old Parent Interests in Class 10 are not entitled to vote to accept or reject the Plan. Holders of Old Parent Interests in Class 10 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases.

(k) Class 11 – Intercompany Equity Interests

- Classification: Class 11 consists of Intercompany Equity Interests.
- Treatment: Subject to the Restructuring Transactions, the Intercompany Equity Interests will remain effective and outstanding on the Effective Date and will be owned and held by the same applicable Person or Entity that held and/or owned such Intercompany Equity Interests immediately prior to the Effective Date.
- Voting: Class 11 is an Unimpaired Class and the Holders of Equity Interests in Class 11 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Equity Interests in Class 11 are not entitled to vote to accept or reject the Plan.

(l) Class 12 – 510(b) Equity Claims

- Classification: Class 12 consists of the 510(b) Equity Claims.
- Treatment: The 510(b) Equity Claims will be discharged and terminated on and as of the Effective Date without any distribution or retaining any property on account of such Claims.
- Voting: Class 12 is an Impaired Class and the Holders of Claims in Class 12 are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 12 are not entitled to vote to accept or reject the Plan. Holders of Claims in Class 12 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases.



### **3. Special Provision Governing Unimpaired Claims**

Except as otherwise provided in the Plan, nothing under the Plan will affect or limit the Debtors' or the Reorganized Debtors' rights and defenses (whether legal or equitable) in respect of any Unimpaired Claims, including, without limitation, all rights in respect of legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claims.

### **4. Elimination of Vacant Classes**

Any Class of Claims that is not occupied as of the commencement of the Confirmation Hearing by an Allowed Claim or a claim temporarily allowed under Bankruptcy Rule 3018, or as to which no vote is cast, will be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

## **D. ACCEPTANCE OR REJECTION OF THE PLAN**

### **1. Presumed Acceptance of Plan**

Classes 1-4, 8, 9, and 11 are Unimpaired under the Plan. Therefore, the Holders of Claims or Equity Interests in such Classes are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and are not entitled to vote to accept or reject the Plan.

### **2. Deemed Rejection of Plan**

Classes 10 and 12 are Impaired and Holders of Old Parent Interests and 510(b) Equity Claims in Classes 10 and 12, respectively, are not entitled to receive or retain any property under the Plan. Accordingly, under section 1126(g) of the Bankruptcy Code, the votes of Holders of Old Parent Interests and 510(b) Equity Claims will not be solicited and such Holders are deemed to reject the Plan.

### **3. Voting Classes**

Classes 5, 6, and 7 are Impaired and entitled to vote under the Plan. The Holders of Claims in Classes 5, 6, and 7 as of the Voting Record Date are entitled to vote to accept or reject the Plan.

### **4. Acceptance by Impaired Class of Claims**

Pursuant to section 1126(c) of the Bankruptcy Code and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims has accepted the Plan if the Holders of at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Allowed Claims in such Class actually voting have voted to accept the Plan.

## **5. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code; Cram Down**

Section 1129(a)(10) of the Bankruptcy Code will be satisfied for purposes of Confirmation by acceptance of the Plan by Class 5 or Class 7. The Debtors request confirmation of the Plan under section 1129(b) of the Bankruptcy Code with respect to any Impaired Class that does not accept the Plan pursuant to section 1126 of the Bankruptcy Code. The Debtors reserve the right, in accordance with the terms of the Restructuring Support Agreement, to modify the Plan or any Exhibit or Plan Schedule in order to satisfy the requirements of section 1129(b) of the Bankruptcy Code, if necessary.

## **6. Votes Solicited in Good Faith**

The Debtors have, and upon the Confirmation Date will be deemed to have, solicited votes on the Plan from the Voting Classes in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including, without limitation, sections 1125 and 1126 of the Bankruptcy Code, and any applicable non-bankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with the solicitation. Accordingly, the Debtors, the Reorganized Debtors, and each of their respective Related Parties will be entitled to, and upon the Confirmation Date are hereby granted, the protections of section 1125(e) of the Bankruptcy Code.

## **E. MEANS FOR IMPLEMENTATION OF THE PLAN**

### **1. Restructuring Transactions**

Without limiting any rights and remedies of the Debtors or Reorganized Debtors under the Plan or applicable law, but in all cases subject to the terms and conditions of the Restructuring Support Agreement and the Restructuring Documents and any consents or approvals required thereunder, the entry of the Confirmation Order will constitute authorization for the Reorganized Debtors to take, or to cause to be taken, all reasonable actions necessary or appropriate to consummate and implement the provisions of the Plan, including but not limited to the actions set forth in the Reorganization Steps Overview, on and after the Confirmation Date, including such reasonable actions set forth in the Reorganization Steps Overview as may be necessary or appropriate to effectuate a corporate restructuring of their respective businesses, to otherwise simplify the overall corporate structure of the Reorganized Debtors, or to reincorporate certain of the Debtors under the laws of jurisdictions other than the laws of which the applicable Debtors are presently formed or incorporated. Such restructuring may include one or more mergers, amalgamations, consolidations, restructures, dispositions, liquidations, dissolutions, or creations of one or more new Entities, as may be reasonably determined by the Debtors or Reorganized Debtors to be necessary or appropriate (with the consent of the Required Consenting Noteholders), set forth in the steps described in the Reorganization Steps Overview, but in all cases subject to the terms and conditions of the Plan, the Restructuring Documents, the Restructuring Support Agreement and any consents or approvals required hereunder or thereunder (collectively, the **“Restructuring Transactions”**).

All such Restructuring Transactions taken, or caused to be taken, will be deemed to have been authorized and approved by the Bankruptcy Court upon the entry of the Confirmation Order. The actions to effectuate the Restructuring Transactions may include: (i) the execution and

delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, disposition, liquidation, or dissolution containing terms that are consistent with the terms of the Plan and that satisfy the applicable requirements of applicable state law and such other terms to which the applicable Entities may agree; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, duty, or obligation on terms consistent with the terms of the Plan and having such other terms to which the applicable Entities may agree; (iii) the filing of appropriate certificates or articles of merger, amalgamation, consolidation, or dissolution pursuant to applicable state law; (iv) the creation of one or more new Entities; and (v) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable state law in connection with such transactions, in each case in form and substance reasonably acceptable to the Required Consenting Noteholders and to the extent necessary to implement the Plan or as set forth in the Reorganization Steps Overview, and in all cases subject to the terms and conditions of the Restructuring Support Agreement, the Plan, and the Restructuring Documents and any consents or approvals required thereunder.

## 2. Continued Corporate Existence

Subject to the Restructuring Transactions permitted by Article V, **Error! Reference source not found.** of the Plan, after the Effective Date, the Reorganized Debtors will continue to exist as separate legal Entities in accordance with the applicable law in the respective jurisdiction in which they are incorporated or formed and pursuant to their respective certificates or articles of incorporation and by-laws, or other applicable corporate governance documents, in effect immediately prior to the Effective Date, except to the extent such certificates or articles of incorporation and by-laws, or other applicable corporate governance documents, are amended, restated or otherwise modified under the Plan (subject to such amendment, restatement, or replacement being in accordance with applicable law of the Debtor's jurisdiction of incorporation), including pursuant to the Amended/New Corporate Governance Documents, in each case in form and substance reasonably acceptable to the Required Consenting Noteholders. Notwithstanding anything to the contrary in the Plan, the Claims against a particular Debtor or Reorganized Debtor will remain the obligations solely of such Debtor or Reorganized Debtor and will not become obligations of any other Debtor or Reorganized Debtor solely by virtue of the Plan or the Chapter 11 Cases.

## 3. Vesting of Assets in the Reorganized Debtors Free and Clear of Liens and Claims

Except as otherwise expressly provided in the Plan, the Confirmation Order, or any Restructuring Document, pursuant to sections 1123(a)(5), 1123(b)(3), 1141(b) and (c) and other applicable provisions of the Bankruptcy Code, on and after the Effective Date, all property and assets of the Estates of the Debtors, including all claims, rights, and Retained Litigation Claims of the Debtors, and any other assets or property acquired by the Debtors or the Reorganized Debtors during the Chapter 11 Cases or under or in connection with the Plan (other than the Claims or Causes of Action subject to the Debtor Release, Professional Fee Claim Reserve and any rejected Executory Contracts and/or Unexpired Leases), will vest in each of the Reorganized Debtors free and clear of all Claims, Liens, charges, and other encumbrances, subject to the Liens which survive the occurrence of the Effective Date as described in **Error! Reference source not found.** of the Plan (including, without limitation, the Liens that secure the Exit Facilities). On and after the

Effective Date, each of the Reorganized Debtors may (i) operate their respective businesses, (ii) use, acquire, and dispose of their respective property and (iii) compromise or settle any Claims, in each case without notice to, supervision of or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, other than restrictions expressly imposed by the Plan or the Confirmation Order.

#### **4. Exit Facility Loan Documents**

On the Effective Date, the Debtors and the Reorganized Debtors, as applicable, will be authorized to execute and deliver, and to consummate the transactions contemplated by, the Exit Facility Loan Documents, in each case in form and substance acceptable to the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement and, in the case of an Exit DDTL Facility, the Delayed-Draw Term Loan Commitment Letter and to the applicable Exit Facility Lenders and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity (other than as expressly required by the applicable Exit Facility Loan Documents or as set forth as conditions precedent in the DIP Facility). On the Effective Date, each Exit Facility Loan Document will constitute legal, valid, binding and authorized indebtedness and obligations of the Reorganized Debtors party thereto, enforceable in accordance with its respective terms and such indebtedness and obligations will not be, and will not be deemed to be, enjoined or subject to discharge, impairment, release or avoidance under the Plan, the Confirmation Order or on account of the Confirmation or Consummation of the Plan.

#### **5. New Common Stock; Book Entry**

On the Effective Date, subject to the terms and conditions of the Plan and the Restructuring Transactions and as described more fully in the Reorganization Steps Overview, Reorganized Parent will issue the New Common Stock pursuant to the Plan and the Amended/New Corporate Governance Documents. For the avoidance of doubt, no distributions will be made to Holders of Unexercised Equity Interests under the Plan, and any such Unexercised Equity Interests will be deemed automatically terminated and cancelled as of the Effective Date.

Distributions of the New Common Stock may be made by delivery or book-entry transfer thereof by the applicable Distribution Agent in accordance with the Plan and the Amended/New Corporate Governance Documents. Upon the Effective Date, after giving effect to the transactions contemplated hereby, the authorized share capital or other equity securities of Reorganized Parent will be that number of shares of New Common Stock as may be designated in the Amended/New Corporate Governance Documents.

#### **6. Listing of New Securities; SEC Reporting**

Prior to the Effective Date, the Required Consenting Noteholders will determine, in consultation with the Debtors, whether to list the New Common Stock for trading on the New York Stock Exchange, the NASDAQ Capital Market, the NASDAQ Global Market, or any other national securities exchange selected by the Required Consenting Noteholders and reasonably acceptable to the Debtors, with such listing, if any, to be effective on, or as soon as reasonably practicable after, the Effective Date.

The Required Consenting Noteholders, in consultation with the Debtors, will determine whether the Reorganized Debtors will maintain their current status and continue as a public reporting company under applicable U.S. securities laws, and will continue to file annual, quarterly and current reports in accordance with the Exchange Act, as amended, and the rules and regulations promulgated thereunder.

## **7. New Stockholders Agreement; New Registration Rights Agreement**

Subject to the Restructuring Transactions permitted by Article V.A of the Plan, on the Effective Date, Reorganized Parent will enter into, if applicable, the New Stockholders Agreement and, if applicable, the New Registration Rights Agreement, each of which will become effective and binding in accordance with its terms and conditions upon the parties thereto, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity (other than as expressly required by the New Stockholders Agreement and the New Registration Rights Agreement, as applicable).

On and as of the Effective Date, all of the Holders of New Common Stock will be deemed to be parties to the New Stockholders Agreement, if any, without the need for execution by such Holder. The New Stockholders Agreement, if any, will be binding on all Persons or Entities receiving, and all Holders of, the New Common Stock (and their respective successors and assigns), whether such New Common Stock is received or to be received on or after the Effective Date and regardless of whether such Person or Entity executes or delivers a signature page to the New Stockholders Agreement.

## **8. New Management Incentive Plan**

The New Board will be authorized to implement a management incentive plan (the “**New Management Incentive Plan**”) that provides for the issuance of options and/or other equity-based compensation to the management and directors of Reorganized Parent. Up to ten percent (10%) of the New Common Stock, on a fully diluted basis, will be reserved for issuance in connection with the New Management Incentive Plan, with the actual amount to be reserved as determined by the New Board. The participants in the New Management Incentive Plan, the allocations and form of the options and other equity-based compensation to such participants (including the amount of allocations and the timing of the grant of the options and other equity-based compensation), and the terms and conditions of such options and other equity-based compensation (including vesting, exercise prices, base values, hurdles, forfeiture, repurchase rights and transferability) will be determined by the New Board. Any shares of New MIP Equity will dilute equally the shares of New Common Stock otherwise distributed pursuant to the Plan (including, without limitation, pursuant to or in connection with the Equity Rights Offering).

Notwithstanding the foregoing, (i) the New Board will retain a compensation consultant acceptable to the Required Consenting Noteholders prior to the Effective Date to advise them regarding the development of the New Management Incentive Plan and (ii) the New Management Incentive Plan will be adopted by the New Board within one-hundred twenty (120) days after the Effective Date.

## **9. Plan Securities and Related Documentation; Exemption from Securities Laws**



On and after the Effective Date, the Debtors and the Reorganized Debtors, as applicable, are authorized to and will provide or issue the New Common Stock to be distributed and issued under the Plan (collectively, the “**Plan Securities**”) and any and all other notes, stock, instruments, certificates, and other documents or agreements required to be distributed, issued, executed or delivered pursuant to or in connection with the Plan (collectively, the “**Plan Securities and Documents**”), in each case in form and substance acceptable to the Required Consenting Noteholders, and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity.

The offer, distribution, and issuance, as applicable, of the Plan Securities and Documents under the Plan (including New Common Stock issued in connection with the Equity Rights Offering) will be exempt from or not subject to, or will be effected in a manner that is exempt from or not subject to, any registration or prospectus delivery requirements under applicable securities laws (including, as applicable, Section 5 of the Securities Act or any other federal, state or local law or regulation requiring the registration and/or delivery of a prospectus for offer or sale of a security or registration or licensing of an issuer of a security) pursuant to section 1145(a) of the Bankruptcy Code and/or other applicable exemptions; *provided, however*, that New Common Stock issued to Cash Opt-Out Noteholders in the Equity Rights Offering pursuant to Article V of the Plan will be issued and distributed pursuant to section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder. An offering of Plan Securities provided in reliance on the exemption from registration under the Securities Act pursuant to section 1145(a) of the Bankruptcy Code may be sold without registration under such laws or regulations to the extent permitted under section 1145 of the Bankruptcy Code and deemed to be a public offering thereunder, and such Plan Securities may be resold without registration under such laws or regulations to the extent permitted under section 1145 of the Bankruptcy Code and other applicable law.

Persons or Entities who purchase securities pursuant to the exemption from registration set forth in Section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder will acquire “restricted securities.” Resales of such restricted securities would not be exempted by section 1145 of the Bankruptcy Code from registration under the Securities Act or other applicable law. Holders of restricted securities would, however, be permitted to resell Plan Securities without registration if they are able to comply with the applicable provisions of Rule 144 promulgated under the Securities Act or Rule 144A under the Securities Act or any other applicable registration exemption under the Securities Act, or in a transaction that is registered with the SEC.

In the event that the Reorganized Debtors elect on or after the Effective Date to reflect any ownership of the Plan Securities through the facilities of DTC, the Reorganized Debtors need not provide any further evidence other than the Plan or the Confirmation Order with respect to the treatment of such securities under applicable securities laws. DTC will accept and be entitled to conclusively rely upon the Plan or the Confirmation Order in lieu of a legal opinion regarding whether such securities are exempt from registration and/or eligible for DTC book entry delivery, settlement and depository services.

## **10. Release of Liens and Claims**

To the fullest extent provided under section 1141(c) and other applicable provisions of the Bankruptcy Code, except as otherwise provided in the Plan (including, without limitation, Article V.D of the Plan), in the Confirmation Order, or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to G of the Plan, all Liens, Claims, mortgages, deeds of trust, or other security interests against the assets or property of the Debtors or the Estates will be fully released, canceled, terminated, extinguished and discharged, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity. The filing of the Confirmation Order with any federal, state, or local agency or department will constitute good and sufficient evidence of, but will not be required to effect, the termination of such Liens, Claims and other interests to the extent provided in the immediately preceding sentence. Any Person or Entity holding such Liens, Claims or interests will, pursuant to section 1142 of the Bankruptcy Code and in the case of any DIP Liens at the sole cost and expense of the Reorganized Debtors, promptly execute and deliver to the Reorganized Debtors such instruments of termination, release, satisfaction and/or assignment (in recordable form) as may be reasonably requested by the Reorganized Debtors.

## **11. Corporate Governance Documents of the Reorganized Debtors**

The respective corporate governance documents of each of the Debtors will be amended and restated or replaced (as applicable) by the Amended/New Corporate Governance Documents. Such corporate governance documents will: (i) to the extent required by section 1123(a)(6) of the Bankruptcy Code, include a provision prohibiting the issuance of non-voting equity securities; (ii) authorize the issuance of New Common Stock in an amount not less than the amount necessary to permit the distributions thereof required or contemplated by the Plan; and (iii) to the extent necessary or appropriate, include such provisions as may be needed to effectuate and consummate the Plan and the transactions contemplated herein. After the Effective Date, the Reorganized Debtors may, subject to the terms and conditions of the Amended/New Corporate Governance Documents, amend and restate their respective corporate governance documents as permitted thereby and by applicable law.

## **12. New Board; Initial Officers**

The initial members of the New Board will be selected in accordance with the terms and conditions of the Restructuring Support Agreement. After the initial directors of the New Board are selected, future directors will be elected in accordance with Amended/New Corporate Governance Documents. All officers of the Debtors immediately prior to the Effective Date will be retained in their existing positions upon the Effective Date, subject to the terms of the Plan.

Pursuant to and to the extent required by section 1129(a)(5) of the Bankruptcy Code, the Debtors will disclose in the Plan Supplement the identity and affiliations of any Person proposed to serve on the New Board or as an officer of each of the Reorganized Debtors, and, to the extent such Person is an insider other than by virtue of being a director or an officer, the nature of any compensation for such Person. Each such director and officer will serve from and after the Effective Date pursuant to applicable law and the terms of the Amended/New Corporate



Governance Documents and the other constituent and corporate governance documents of the applicable Reorganized Debtors. The existing boards of directors and other governing bodies of the Debtors will be deemed to have resigned on and as of the Effective Date, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity.

### **13. Corporate Action**

Each of the Debtors and the Reorganized Debtors may take any and all actions reasonably necessary to execute, deliver, File or record such contracts, instruments, releases and other agreements or documents and take such actions as may be reasonably necessary or appropriate to effectuate and implement the provisions of the Plan, including, without limitation, the issuance and the distribution of the securities to be issued pursuant hereto, in each case in form and substance acceptable to the Required Consenting Noteholders, and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by the security holders, officers or directors of the Debtors or the Reorganized Debtors or by any other Person or Entity (except for those expressly required pursuant hereto or by the Restructuring Documents).

After the Confirmation Date, all matters provided for pursuant to the Plan that would otherwise require approval of the stockholders, directors, officers, managers, members or partners of the Debtors (as of prior to the Effective Date) will be deemed to have been so approved and will be in effect prior to, on or after the Effective Date (as appropriate) pursuant to applicable law and without any requirement of further action by such Persons or Entities or the need for any approvals, authorizations, actions or consents of or from any such Persons or Entities.

As of the Effective Date, all matters provided for in the Plan involving the legal or corporate structure of the Debtors or the Reorganized Debtors (including, without limitation, the adoption of the Amended/New Corporate Governance Documents and similar constituent and corporate governance documents, and the selection of directors and officers for, each of the Reorganized Debtors), and any legal or corporate action required by the Debtors or the Reorganized Debtors in connection with the Plan will be deemed to have occurred and will be in full force and effect in all respects, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity.

On and after the Effective Date, the appropriate officers of the Debtors and the Reorganized Debtors are authorized to issue, execute, deliver, and consummate the transactions contemplated by, the contracts, agreements, documents, guarantees, pledges, consents, securities, certificates, resolutions and instruments contemplated by or described in the Plan in the name of and on behalf of the Debtors and the Reorganized Debtors, in each case in form and substance acceptable to the Required Consenting Noteholders, and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity. The secretary and any assistant secretary of the Debtors and the Reorganized Debtors will be authorized to certify or attest to any of the foregoing actions.

#### 14. Cancellation of Notes, Certificates and Instruments

On the Effective Date, except to the extent otherwise provided in the Plan and the Restructuring Documents (including, without limitation, Article II.B and Error! Reference source not found.2 of the Plan), all notes, indentures, instruments, certificates, agreements and other documents evidencing or relating to any Impaired Claim (including, for the avoidance of doubt and without limitation, the Prepetition Notes Indentures and the Prepetition Notes) or any Claim being paid in full in Cash under the Plan will be fully released, terminated, extinguished and discharged (including, in respect of DIP Documents, any duties or obligations of the DIP Agent thereunder), in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity and in the case of any Claim being paid in full in Cash upon the indefeasible payment of such Claim in full in Cash as contemplated by the Plan; *provided* that the Prepetition Debt Documents and the DIP Documents will continue in effect for the limited purpose of (i) allowing Holders of Claims thereunder to receive, and allowing and preserving the rights of the Prepetition Credit Agreement Agent, the Prepetition Notes Indenture Trustee or other applicable Distribution Agents thereunder to make, distributions under the Plan; (ii) permitting the Prepetition Notes Indenture Trustee to exercise its Prepetition Notes Indenture Trustee Charging Lien against such distributions for payment of the Prepetition Notes Indenture Trustee Fees and Expenses; (iii) preserving any rights of the DIP Agent to payment of fees, costs and expenses and otherwise allowing the DIP Agent to take any actions contemplated by the Plan, and (iv) preserving the DIP Contingent Obligations as contemplated by Article II.B of the Plan; *provided further* that, upon completion of the distribution with respect to a specific Prepetition Debt Claim, the Prepetition Debt Documents in connection thereto and any and all notes, securities and instruments issued in connection with such Prepetition Debt Claim will terminate completely without further notice or action and be deemed surrendered.

#### 15. Existing Equity Interests

On the Effective Date, the Old Parent Interests will be terminated and cancelled without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity.

On the Effective Date, the Intercompany Equity Interests will remain effective and outstanding, except to the extent modified pursuant to the terms of the Reorganization Steps Overview, and will be owned and held by the same applicable Person or Entity that held and/or owned such Intercompany Equity Interests immediately prior to the Effective Date. Each Parent Subsidiary will continue to be governed by the terms and conditions of its applicable corporate governance documents as in effect immediately prior to the Effective Date, except as amended or modified by the Plan, or the Plan Supplement.

#### 16. Sources of Cash for Plan Distributions

All Cash necessary for the Debtors or the Reorganized Debtors, as applicable, to make payments required pursuant to the Plan will be obtained from their respective Cash balances, including Cash from operations, the Equity Rights Offering and the Exit Facility Credit Agreements. The Debtors and the Reorganized Debtors, as applicable, may also make such

payments using Cash received from their subsidiaries through their respective consolidated cash management systems and the incurrence of intercompany transactions, in all cases subject to the terms and conditions of the Restructuring Support Agreement and the Restructuring Documents.

### **17. Funding and Use of Professional Fee Claim Reserve**

On or before the Effective Date, the Debtors will fund the Professional Fee Claim Reserve in such amount as determined by the Debtors, with the consent of the Required Consenting Noteholders or as determined by order of the Bankruptcy Court, as necessary in order to be able to pay in full in Cash the Professional Fee Claims, as and when Allowed.

The Cash contained in the Professional Fee Claim Reserve will be used solely to pay the Allowed Professional Fee Claims, with the Unused Cash Reserve Amount (if any) being returned to the Reorganized Debtors within three (3) Business Days after determining the Unused Cash Reserve Amount. The Debtors and the Reorganized Debtors, as applicable, will maintain detailed records of all payments made from the Professional Fee Claim Reserve, such that all payments and transactions will be adequately and promptly documented in, and readily ascertainable from, their respective books and records.

The Professional Fee Claim Reserve will be maintained in trust for the Professionals and will not be considered property of the Debtors' Estates; *provided* that the Reorganized Debtors will have a reversionary interest in the Unused Cash Reserve Amount. To the extent that funds held in the Professional Fee Claim Reserve do not or are unable to satisfy the full amount of the Allowed Professional Fee Claims, such Professionals will have an Allowed Administrative Claim for any such deficiency, which will be satisfied in full in Cash accordance with Article II.A of the Plan.

After the Effective Date, neither the Debtors nor the Reorganized Debtors will deposit any other funds or property into the Professional Fee Claim Reserve without further order of the Bankruptcy Court or otherwise commingle funds in the Professional Fee Claim Reserve. To the extent the Professional Fee Claim Reserve is insufficient to pay in full in Cash the obligations and liabilities for which such reserve was established, then the Reorganized Debtors will, within five (5) Business Days, pay such obligations and liabilities in full in Cash.

### **18. Continuing Effectiveness of Final Orders**

Payment authorization granted to the Debtors under any prior Final Order entered by the Bankruptcy Court will continue in effect after the Effective Date. Accordingly, the Debtors or the Reorganized Debtors may pay or otherwise satisfy any Claim to the extent permitted by, and subject to, the applicable Final Order without regard to the treatment that would otherwise be applicable to such Claim under the Plan.

### **19. Payment of Fees and Expenses of Certain Creditors**

The Debtors and the Reorganized Debtors, as applicable, will, on and after the Confirmation Date and to the extent invoiced in accordance with the terms of the applicable engagement letter(s), pay the Ad Hoc Noteholder Group Fees and Expenses (whether accrued prepetition or postpetition and to the extent not otherwise paid prior to or during the Chapter 11

Cases), without the need for application by any such parties to the Bankruptcy Court, and without notice and a hearing pursuant to section 1129(a)(4) of the Bankruptcy Code or otherwise.

## **20. Payment of Fees and Expenses of the Prepetition Notes Indenture Trustee**

The Debtors will, on and after the Effective Date, and upon the presentment of invoices in customary form (which may be redacted to preserve any confidential or privileged information), pay the Prepetition Notes Indenture Trustee Fees and Expenses (in each case whether accrued prepetition or postpetition and to the extent not otherwise paid during the Chapter 11 Cases), without the need for application by any party to the Bankruptcy Court, and without notice and a hearing pursuant to section 1129(a)(4) of the Bankruptcy Code or otherwise. From and after the Effective Date, the Reorganized Debtors will pay any Prepetition Notes Indenture Trustee Fees and Expenses in full in Cash without further court approval.

## **21. Equity Rights Offering**

Pursuant to the terms of the Plan and the Equity Rights Offering Procedures, each Accredited Cash Opt-Out Noteholder will have the opportunity but not the obligation to subscribe for its Pro Rata share of an amount of New Common Stock to be issued as of the Effective Date necessary to fully fund the Cash Payout at the Purchase Price (as defined in the Equity Rights Offering Procedures) set forth in the Equity Rights Offering Procedures.

Each Accredited Cash Opt-Out Noteholder that elects to purchase the maximum number of Equity Rights Offering Shares that such Accredited Cash Opt-Out Noteholder may purchase in the Equity Rights Offering will also have the right to elect to purchase additional Equity Rights Offering Shares that are not timely, duly and validly subscribed and paid for in the Equity Rights Offering, as more fully set forth in the Rights Offering Procedures.

The Equity Rights Offering will be conducted in reliance upon the exemption from registration set forth in Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder.

The proceeds of the Equity Rights Offering will be used exclusively to fund the Cash Payout provided to Cash Payout Noteholders, in full and final satisfaction of such Holders' Prepetition Notes Claims, which will be released and discharged pursuant to Article XI of the Plan. Notwithstanding anything to the contrary in the Plan, if the Equity Rights Offering Amount is less than the aggregate amount of the Cash Payout, then the amount of Prepetition Notes Claims held by the Cash Payout Noteholders satisfied by the Cash Payout will automatically be reduced, and any remaining portion of such Cash Payout Noteholders' Prepetition Notes Claims that is not satisfied through the Cash Payout as a result of such automatic reduction will receive the treatment such Holder would receive if such Holder were a Cash Opt-Out Noteholder. For the avoidance of doubt, under no circumstance will the amount actually paid out in the Cash Payout exceed the Equity Rights Offering Amount.

Consummation of the Equity Rights Offering and delivery of any Cash Payout is contingent upon the consent of the Required Consenting Noteholders. In the event the Equity Rights Offering is not consummated, then no Cash Payout will be made to any Cash Payout Noteholder and such

Holder will receive the treatment such Holder would receive if such Holder were a Cash Opt-Out Noteholder.

Notwithstanding anything in the Plan to the contrary, the New Common Stock issued in connection with the Equity Rights Offering will be subject to dilution by the New MIP Equity.

## **F. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

### **1. Assumption of Executory Contracts and Unexpired Leases**

On the Effective Date, all Executory Contracts and Unexpired Leases of the Debtors will be assumed by the Debtors in accordance with, and subject to, the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code (including, for the avoidance of doubt, the Restructuring Support Agreement), except for those Executory Contracts and Unexpired Leases that:

- (a) have been assumed or rejected by the Debtors by prior order of the Bankruptcy Court;
- (b) are the subject of a motion to reject filed by the Debtors pending on the Effective Date;
- (c) are identified by the Debtors (with the consent of the Required Consenting Noteholders) and Filed in the Plan Supplement as rejected Executory Contracts and Unexpired Leases, which Plan Schedule may be amended by the Debtors (with the consent of the Required Consenting Noteholders) to add or remove Executory Contracts and Unexpired Leases by filing with the Bankruptcy Court an amended Plan Schedule and serving it on the affected non-Debtor contract parties at least seven (7) days prior to the Plan Objection Deadline; or
- (d) are rejected or terminated by the Debtors pursuant to the terms of the Plan.

Without amending or altering any prior order of the Bankruptcy Court approving the assumption or rejection of any Executory Contract or Unexpired Lease, entry of the Confirmation Order by the Bankruptcy Court will constitute approval of such assumptions pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

To the extent any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned (as applicable) pursuant to the Plan or any prior order of the Bankruptcy Court (including, without limitation, any “change in control” provision, “change of control” provision, or provision with words of similar import) (a) prohibits, restricts or conditions, or purports to prohibit, restrict or condition, (b) is modified, breached or terminated (or deemed modified, breached or terminated), (c) increases, accelerates or otherwise alters any obligations or liabilities of the Debtors or Reorganized Debtors (or purports to increase, accelerate or otherwise alter any obligations or liabilities of the Debtors or Reorganized Debtors), or (d) results in the creation or imposition of any Lien upon any property or assert of any of the Debtors or Reorganized Debtors (or purports to result in the creation or imposition of any Lien upon any property or asset of any of the Debtors or Reorganized Debtors), in each case as a result of (i) the commencement



of these Chapter 11 Cases or the insolvency or financial condition of any Debtor at any time before the closing of its respective Chapter 11 Case, (ii) any Debtor's or any Reorganized Debtor's assumption or assumption and assignment (as applicable) of such Executory Contract or Unexpired Lease or (iii) the Confirmation or Consummation of the Plan, then such provision will, to the extent provided by section 365 of the Bankruptcy Code, be deemed modified such that the transactions contemplated by the Plan will not entitle the non-debtor party thereto to modify or terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights or remedies with respect thereto, and any required consent under any such contract or lease will be deemed satisfied by the Confirmation of the Plan.

Each Executory Contract and Unexpired Lease assumed and/or assigned pursuant to the Plan will revert in and be fully enforceable by the applicable Reorganized Debtor or the applicable assignee in accordance with its terms and conditions, except as modified by the provisions of the Plan, any order of the Bankruptcy Court approving its assumption and/or assignment, or applicable law.

The inclusion or exclusion of a contract or lease on any schedule or exhibit will not constitute an admission by any Debtor that such contract or lease is an Executory Contract or Unexpired Lease or that any Debtor has any liability thereunder.

## **2. Cure of Defaults; Assignment of Executory Contracts and Unexpired Leases**

Any defaults under each Executory Contract and Unexpired Lease to be assumed, or assumed and assigned, pursuant to the Plan will be satisfied, pursuant to and to the extent required by section 365(b)(1) of the Bankruptcy Code, by payment of the applicable default amount in Cash on or in connection with the Effective Date or on such other terms as the Bankruptcy Court may order or the parties to such Executory Contracts or Unexpired Leases may otherwise agree in writing (with the consent of the Required Consenting Noteholders) (the "**Cure Claim Amount**").

In the event of an assumption, or an assumption and assignment, of an Executory Contract or Unexpired Lease that is in default under the Plan, at least seven (7) days prior to the Plan Objection Deadline (or, in the case of an Executory Contract or Unexpired Lease removed from the Plan Schedule after such date, no later than one (1) Business Day after such removal), the Debtors will File and serve upon counterparties to such Executory Contracts and Unexpired Leases, a notice of the proposed assumption, or proposed assumption and assignment, which will: (a) list the applicable Cure Claim Amount, if any; (b) if applicable, identify the party to which the Executory Contract or Unexpired Lease will be assigned; (c) describe the procedures for filing objections thereto; and (d) explain the process by which related disputes will be resolved by the Bankruptcy Court.

Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption, or proposed assumption and assignment under the Plan, or any related cure amount, must be Filed, served and actually received by the Debtors and counsel to the Ad Hoc Noteholder Group prior to the Plan Objection Deadline (notwithstanding anything in the Schedules or a proof of Claim to the contrary). Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption, or proposed assumption and assignment, or cure amount will be deemed to have consented to such matters and will be deemed to have forever released and waived any objection to such proposed assumption, proposed

assumption and assignment, and cure amount. The Confirmation Order will constitute an order of the Bankruptcy Court approving each proposed assumption, or proposed assumption and assignment, of Executory Contracts and Unexpired Leases pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

In the event of a dispute regarding (a) the amount of any cure payment, (b) the ability of any Debtor or assignee to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or assumed and assigned or (c) any other matter pertaining to assumption or assignment, the applicable cure payments required by section 365(b)(1) of the Bankruptcy Code will be made following the entry of a Final Order resolving the dispute and approving such assumption or assumption and assignment. If such objection is sustained by Final Order of the Bankruptcy Court, the Debtors or the Reorganized Debtors, as applicable, may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming or assigning it. The Debtors or the Reorganized Debtors, as applicable, will be authorized to effect such rejection by filing a written notice of rejection with the Bankruptcy Court and serving such notice on the applicable counterparty within ten (10) days of the entry of such Final Order.

Subject to any cure claims Filed with respect thereto, assumption or assumption and assignment of any Executory Contract or Unexpired Lease pursuant to the Plan will result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption or assumption and assignment, in each case as provided in section 365 of the Bankruptcy Code, in each case subject to the remaining terms and conditions of Article VI of the Plan. Any proofs of Claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed or assumed and assigned by Final Order will be deemed disallowed and expunged (subject to any cure claims Filed with respect thereto), without further notice to or action, order, or approval of the Bankruptcy Court.

With respect to any Executory Contract or Unexpired Lease assumed and assigned pursuant to the Plan, upon and as of the Effective Date, the applicable assignee will be deemed to be substituted as a party thereto for the applicable Debtor party to such assigned Executory Contract or Unexpired Lease and, accordingly, the Debtors and the Reorganized Debtors will be relieved, pursuant to and to the extent set forth in section 365(k) of the Bankruptcy Code, from any further liability under such assigned Executory Contract or Unexpired Lease.

### **3. Rejection of Executory Contracts and Unexpired Leases**

The Debtors reserve the right, at any time prior to the Effective Date, except as otherwise specifically provided in the Plan, to seek to reject (with the consent of the Required Consenting Noteholders) any Executory Contract or Unexpired Lease and to file a motion requesting authorization for the rejection of any such contract or lease. All Executory Contracts and Unexpired Leases listed on a Plan Schedule as rejected Executory Contracts and Unexpired Leases will be deemed rejected as of the Effective Date. The Confirmation Order will constitute an order of the Bankruptcy Court approving the rejections described in E.21 of the Plan pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. Rejection of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise will not constitute a termination of



any preexisting obligations owed to the Debtors or the Reorganized Debtors, as applicable, under such Executory Contracts or Unexpired Leases.

**4. Claims on Account of the Rejection of Executory Contracts or Unexpired Leases**

All proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be filed with the Bankruptcy Court within thirty (30) days after service of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection.

Any Person or Entity that is required to file a proof of Claim arising from the rejection of an Executory Contract or an Unexpired Lease that fails to timely do so will be forever barred, estopped and enjoined from asserting such Claim, and such Claim will not be enforceable, against the Debtors, the Reorganized Debtors or the Estates, and the Debtors, the Reorganized Debtors and their Estates and their respective assets and property will be forever discharged from any and all indebtedness and liability with respect to such Claim unless otherwise ordered by the Bankruptcy Court or as otherwise provided in the Plan. All such Claims will, as of the Effective Date, be subject to the permanent injunction set forth in J.7 of the Plan.

## 5. D&O Liability Insurance Policies

On the Effective Date, each D&O Liability Insurance Policy will be deemed and treated as an Executory Contract that is and will be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no proof of Claim, request for administrative expense, or cure claim need be Filed, and all Claims arising from the D&O Liability Insurance Policies will survive the Effective Date and be Unimpaired. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the Debtors' assumption of each of the D&O Liability Insurance Policies.

After assumption of the D&O Liability Insurance Policies, nothing in the Plan otherwise alters the terms and conditions of the D&O Liability Insurance Policies. Confirmation and Consummation of the Plan will not impair or otherwise modify any available defenses of the Reorganized Debtors under the D&O Liability Insurance Policies. For the avoidance of doubt, the D&O Liability Insurance Policies will continue to apply with respect to actions, or failures to act, that occurred on or prior to the Effective Date, subject to the terms and conditions of the D&O Liability Insurance Policies.

The Debtors are further authorized to take such reasonable actions, and to execute and deliver such documents, as may be reasonably necessary or appropriate to implement, maintain, cause the binding of, satisfy any terms or conditions of, or otherwise secure for the insureds the benefits of the D&O Tail Policy, without further notice to or order of the Bankruptcy Court or approval or consent of any Person or Entity.

Notwithstanding anything to the contrary in any D&O Liability Insurance Policies issued prior to the Effective Date, the Reorganized Debtors will not have any obligation or responsibility for the payment of any self-insured retention thereunder or in connection therewith, and no Person or Entity will be entitled to seek reimbursement from or to subrogate against any Reorganized Debtors with respect to any payments made under such policies.

## 6. Indemnification Provisions

On the Effective Date, all Indemnification Provisions will be deemed and treated as Executory Contracts that are and will be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no proof of Claim, request for administrative expense, or cure claim need be Filed, and all Claims arising from the Indemnification Provisions will survive the Effective Date and be Unimpaired; provided, however, that, to the maximum extent permitted under applicable law, this provision will not include any such Claims arising from or related to (i) any Excluded Party or (ii) any indemnification Claims against the Parent that are based on fraud, gross negligence, or willful misconduct, in each case as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the Debtors' assumption of each of the Indemnification Provisions. Confirmation and Consummation of the Plan will not impair or otherwise modify any available

defenses of the Reorganized Debtors or other applicable parties under the Indemnification Provisions. For the avoidance of doubt, the Indemnification Provisions will continue to apply with respect to actions, or failures to act, that occurred on or prior to the Effective Date, subject to the terms and conditions of the Indemnification Provisions.

## 7. Employment Plans

On the Effective Date, all employment agreements and severance policies, including all employment, compensation, and benefit plans, policies, and programs of the Debtors applicable to any of their respective officers, employees or retirees, and any of the officers, employees or retirees of their respective subsidiaries, including, without limitation, all workers' compensation programs, savings plans, retirement plans, SERP plans, healthcare plans, disability plans, severance benefit plans, incentive plans, change-in-control plans, insurance plans including but not limited to life and accidental death and dismemberment insurance plans, health and welfare plans, and 401(k) plans (in each case, as applicable) (collectively, the "**Specified Employee Plans**") will be deemed and treated as Executory Contracts that are and will, subject to the following proviso, be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no Proof of Claim, request for administrative expense, or cure claim need be Filed; *provided* that (a) the Debtors, pursuant to the Restructuring Support Agreement, acknowledged and agreed that the Consummation of the Plan will not constitute a change in control or term of similar meaning pursuant to any of the Specified Employee Plans, and the Confirmation Order will contain a finding and such other provisions acceptable to the Required Consenting Noteholders confirming the same, and (b) each "Executive" employment agreement, "Level I" employment agreement and "Level II" employment agreement will only be maintained and assumed by the Debtors (and assigned to the Reorganized Debtors, if necessary) and considered a Specified Employee Plan if the employee party to such agreement, on or prior to the Effective Date, (i) confirms that the Consummation of the Plan does not constitute a change in control and (ii) waives any right to resign with "good reason" solely or in part as a result of the Consummation of the Plan.

All Claims arising from the Specified Employee Plans will survive the Effective Date and be Unimpaired. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the Debtors' assumption of each of the Specified Employee Plans. Confirmation and Consummation of the Plan will not impair or otherwise modify any available defenses of the Reorganized Debtors or other applicable parties under the Specified Employee Plans.

## 8. Insurance and Surety Contracts

On the Effective Date, each Insurance and Surety Contract will be deemed and treated as an Executory Contract that is and will be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no proof of Claim, request for administrative expense, or cure claim need be Filed, and all Claims arising from the Insurance and Surety Contracts will survive the Effective Date and be Unimpaired. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the Debtors' assumption of each of the Insurance and Surety Contracts. After assumption of the Insurance and Surety Contracts, nothing in the Plan otherwise alters the terms

and conditions of the Insurance and Surety Contracts. Confirmation and Consummation of the Plan will not impair or otherwise modify any available defenses of the Reorganized Debtors or other applicable counterparties under the Insurance and Surety Contracts.

## **9. Extension of Time to Assume or Reject**

Notwithstanding anything to the contrary set forth in **Error! Reference source not found.** of the Plan, in the event of a dispute as to whether a contract is executory or a lease is unexpired, the right of the Reorganized Debtors to move to assume or reject such contract or lease will be extended until the date that is ten (10) days after entry of a Final Order by the Bankruptcy Court determining that the contract is executory or the lease is unexpired. The deemed assumption provided for in Article VI.A of the Plan will not apply to any such contract or lease, and any such contract or lease will be assumed or rejected only upon motion of the Reorganized Debtors following the Bankruptcy Court's determination that the contract is executory or the lease is unexpired.

## **10. Modifications, Amendments, Supplements, Restatements, or Other Agreements**

Unless otherwise provided in the Plan, each Executory Contract or Unexpired Lease that is assumed by the Debtors or the Reorganized Debtors will include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing has been previously rejected or repudiated or is rejected or repudiated hereunder. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases will not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

## **G. PROVISIONS GOVERNING DISTRIBUTIONS**

### **1. Distributions for Claims Allowed as of the Effective Date**

Except as otherwise provided in the "Treatment" sections in **Error! Reference source not found.** of the Plan or as ordered by the Bankruptcy Court, distributions to be made on account of Claims that are Allowed Claims as of the Effective Date will be made on the Effective Date or as soon as reasonably practicable thereafter. Any payment or distribution required to be made under the Plan on a day other than a Business Day will be made on the next succeeding Business Day. Distributions on account of Disputed Claims that first become Allowed Claims after the Effective Date will be made pursuant to **Error! Reference source not found.** of the Plan.

### **2. No Postpetition Interest on Claims**

Unless otherwise specifically provided for in the Plan, the Confirmation Order or Final Order of the Bankruptcy Court, or required by applicable bankruptcy law (including, without limitation, as required pursuant to section 506(b) or section 511 of the Bankruptcy Code), postpetition interest will not accrue or be paid on any Claims (except DIP Super-Priority Claims)

and no Holder of a Claim (except a DIP Super-Priority Claim) will be entitled to interest accruing on or after the Petition Date on any Claim.

### **3. Distributions by the Reorganized Debtors or Other Applicable Distribution Agent**

Other than as specifically set forth below or as otherwise provided in the Plan, the Reorganized Debtors or other applicable Distribution Agent will make all distributions required to be distributed under the Plan. Distributions on account of the Allowed Prepetition Debt Claims and Allowed DIP Super-Priority Claims will be made to the Prepetition Credit Agreement Agent, the Prepetition Notes Indenture Trustee, and the DIP Agent, as applicable, and such agent or trustee will be, and will act as, the Distribution Agent with respect to its respective Class of Claims in accordance with the terms and conditions of the Plan and the applicable debt documents. All distributions to Holders of Prepetition Debt Claims and DIP Super-Priority Claims will be deemed completed when made by the Reorganized Debtors to the Prepetition Credit Agreement Agent, the Prepetition Notes Indenture Trustee (or as directed by the Prepetition Notes Indenture Trustee), and the DIP Agent, or as otherwise provided in the Plan, as applicable. The Reorganized Debtors may employ or contract with other Entities to assist in or make the distributions required by the Plan and may pay the reasonable fees and expenses of such Entities and the Distribution Agents in the ordinary course of business. No Distribution Agent will be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court.

The distributions of New Common Stock to be made under the Plan to Holders of Allowed Prepetition Notes Claims will be made by the Debtors or Reorganized Debtors, as applicable, to the Prepetition Notes Indenture Trustee, which will transmit (or cause to be transmitted) such distributions to Holders of Allowed Prepetition Notes Claims in accordance with the Prepetition Notes Indenture or as set forth below. Notwithstanding anything to the contrary in the Plan, the Prepetition Notes Indenture Trustee may transfer or direct the transfer of such distributions through the facilities of DTC and, in such event, will be entitled to recognize and deal for all purposes under the Plan with Holders of the Prepetition Notes to the extent consistent with the policies or customary practices of DTC. If such distributions cannot be made through the facilities of DTC, the Debtors or Reorganized Debtors, as applicable, will implement procedures in consultation with the Prepetition Notes Indenture Trustee and reasonably acceptable to the Required Consenting Noteholders to make distributions with respect to the Prepetition Notes. The Debtors or Reorganized Debtors (as applicable) will use their best efforts to make the New Common Stock to be distributed to Holders of the Prepetition Notes eligible for distribution through the facilities of DTC. The distributions of Subscription Rights under the Plan to Accredited Cash Opt-Out Noteholders will be made by the Voting and Claims Agent as provided in the Equity Rights Offering Procedures. The obligations of the Prepetition Notes Indenture Trustee under the Prepetition Notes Indentures, the Prepetition Notes, and the Plan will be deemed fully satisfied upon DTC's receipt of the distributions with respect to the Prepetition Notes.

### **4. Delivery and Distributions; Undeliverable or Unclaimed Distributions**

#### **(a) Record Date for Distributions**

On the Distribution Record Date, the Claims Register (and the Debtors' books and records with respect to the Holders of Equity Interests in Parent) will be closed. Accordingly, the Debtors, the Reorganized Debtors or other applicable Distribution Agent will have no obligation to recognize the assignment, transfer or other disposition of, or the sale of any participation in, any Allowed Claim (other than DIP Super-Priority Claims and Prepetition Debt Claims) or Allowed Equity Interest that occurs after the close of business on the Distribution Record Date, and will be entitled for all purposes in the Plan to recognize and distribute securities, property, notices and other documents only to those Holders of Allowed Claims (other than DIP Super-Priority Claims and Prepetition Debt Claims) or Allowed Equity Interest who are Holders of such Claims or Equity Interests, or participants therein, as of the close of business on the Distribution Record Date. The Reorganized Debtors or other applicable Distribution Agent will be entitled to recognize and deal for all purposes under the Plan with only those record holders stated on the Claims Register, or their books and records, as of the close of business on the Distribution Record Date; *provided, however*, that the Distribution Record Date will not apply to the DIP Super-Priority Claims, Prepetition Debt Claims, or any securities of the Debtors deposited with DTC.

(b) Delivery of Distributions in General

Except as otherwise provided in the Plan, the Debtors, the Reorganized Debtors or other applicable Distribution Agent, as applicable, will make distributions to Holders of Allowed Claims, or in care of their authorized agents, as appropriate, at the address for each such Holder or agent as indicated on the Debtors' or other applicable Distribution Agent's books and records as of the date of any such distribution; *provided, however*, that the manner of such distributions will be determined in the discretion of the applicable Distribution Agent (subject to the terms and conditions of the DIP Agreement and the relevant Prepetition Debt Documents, if applicable); *provided further*, that the address for each Holder of an Allowed Claim will be deemed to be the address set forth in the latest proof of Claim, if any, Filed by such Holder pursuant to Bankruptcy Rule 3001 as of the Distribution Record Date.

(c) Minimum Distributions

Notwithstanding anything in the Plan to the contrary, no Distribution Agent will be required to make distributions or payments of less than \$100.00 (whether in Cash or otherwise) or to make partial distributions or payments of fractions of dollars or New Common Stock, in each case with respect to Impaired Claims. With respect to Impaired Claims, whenever any payment or distribution of a fraction of a dollar or a fraction of a share of New Common Stock under the Plan would otherwise be called for, the actual payment or distribution will reflect a rounding of such fraction down to the nearest whole dollar or share of New Common Stock (and no Cash will be distributed in lieu of such fractional New Common Stock). For the avoidance of doubt, DTC will be considered a single holder for purposes of distributions.

No Distribution Agent will have any obligation to make a distribution on account of an Allowed Claim that is Impaired under the Plan if: (a) the aggregate amount of all distributions authorized to be made on the Effective Date is or has an economic value less than \$25,000, unless such distribution is a final distribution; or (b) the amount to be distributed to the specific Holder of an Allowed Claim on the Effective Date does not constitute a final distribution to such Holder and is or has an economic value less than \$25.00, which will be treated as an undeliverable distribution under Article VII.D.4 of the Plan.



(d) Undeliverable Distributions

- *Holding of Certain Undeliverable Distributions:* If the distribution to any Holder of an Allowed Claim is returned to the Distribution Agent as undeliverable or is otherwise unclaimed, no further distributions will be made to such Holder unless and until the Distribution Agent is notified in writing of such Holder's then current address in accordance with the time frames described in □□□ of the Plan, at which time (or as soon as reasonably practicable thereafter) all currently due but missed distributions will be made to such Holder. Undeliverable distributions will remain in the possession of the Reorganized Debtors or in the applicable reserve, subject to □□□ of the Plan, until such time as any such distributions become deliverable. Undeliverable distributions will not be entitled to any additional interest, dividends or other accruals of any kind on account of their distribution being undeliverable.
- *Failure to Claim Undeliverable Distributions:* Any Holder of an Allowed Claim (or any successor or assignee or other Person or Entity claiming by, through, or on behalf of, such Holder) that does not assert a right pursuant to the Plan for an undeliverable or unclaimed distribution within ninety (90) days after the later of the Effective Date or the date such distribution is due will be deemed to have forfeited its rights for such undeliverable or unclaimed distribution and will be forever barred and enjoined from asserting any such rights for an undeliverable or unclaimed distribution against the Debtors or their Estates, the Reorganized Debtors or their respective assets or property, or any Distribution Agent. In such case, any Cash, Plan Securities, or other property reserved for distribution on account of such Claim will become the property of the Reorganized Debtors, free and clear of any Claims or other rights of such Holder with respect thereto and notwithstanding any federal or state escheat laws to the contrary. Any such Cash, Plan Securities, or other property will thereafter be distributed or allocated in accordance with the applicable terms and conditions of the Plan; provided, however if the aggregate amount of Allowed Claims in Class 6 is less than the Parent GUC Recovery Cash Pool, then the excess Parent GUC Recovery Cash Pool will constitute property of the Reorganized Debtors. Nothing contained in the Plan will require the Debtors, the Reorganized Debtors, or any Distribution Agent to attempt to locate any Holder of an Allowed Claim.
- *Failure to Present Checks:* Checks issued by the Distribution Agent on account of Allowed Claims will be null and void if not negotiated within ninety (90) days after the issuance of such check. Requests for reissuance of any check will be made directly to the Distribution Agent by the Holder of the relevant Allowed Claim with respect to which such check originally was issued. Any Holder of an Allowed Claim holding an un-negotiated check that does not request reissuance of such un-negotiated check within ninety (90) days after the date of mailing or other delivery of such check will have its rights for such un-negotiated check discharged and be forever barred, estopped and enjoined from asserting any such right against the Debtors, their Estates, the Reorganized



Debtors, or their respective assets or property. In such case, any Cash held for payment on account of such Claims will become the property of the Reorganized Debtors, free and clear of any Claims or other rights of such Holder with respect thereto and notwithstanding any federal or state escheat laws to the contrary. Any such Cash will thereafter be distributed or allocated in accordance with the applicable terms and conditions of the Plan.

## **5. Compliance with Tax Requirements**

In connection with the Plan and all distributions hereunder, the Reorganized Debtors or other applicable Distribution Agent will comply with all applicable withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions hereunder will be subject to any such applicable withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors or other applicable Distribution Agent will be authorized to take any and all reasonable actions that may be necessary or appropriate to comply with such applicable withholding and reporting requirements. All Persons and Entities holding Claims or Equity Interests will be required to provide any information necessary to effect information reporting and the withholding of such taxes (or establish eligibility for an exclusion for the withholding of taxes), and each Holder of an Allowed Claim will have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit, including income, withholding, and other tax obligations, on account of such distribution. Any amounts withheld or reallocated pursuant to the Plan will be treated as if distributed to the Holder of the Allowed Claim.

## **6. Allocation of Plan Distributions Between Principal and Interest**

To the extent that any Allowed Claim entitled to a distribution under the Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution will, to the extent permitted by applicable law, be allocated for U.S. federal income tax purposes to the principal amount of the Claim first and then, to the extent that the consideration exceeds the principal amount of the Claim, to the portion of such Claim representing accrued but unpaid interest.

## **7. Means of Cash Payment**

Payments of Cash made pursuant to the Plan will be in U.S. dollars and will be made, at the option of the applicable Distribution Agent, by checks drawn on, or wire transfer from, a domestic bank selected by such Distribution Agent. Cash payments to foreign creditors may be made, at the option of the applicable Distribution Agent, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

## **8. Timing and Calculation of Amounts to Be Distributed**

Except as otherwise provided in the “Treatment” sections in Article III of the Plan or as ordered by the Bankruptcy Court, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Claim will receive the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims will be made pursuant to the provisions set forth in the applicable class treatment or in Article VIII of the Plan. Except as otherwise provided in the Plan, Holders of Claims will not be entitled to interest, dividends or

accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date.

## **9. Setoffs**

Without altering or limiting any of the rights and remedies of the Debtors and the Reorganized Debtors under section 502(d) of the Bankruptcy Code, all of which rights and remedies are hereby reserved, the Debtors and the Reorganized Debtors may, but will not be required to, withhold (but not setoff except as set forth below) from the distributions called for hereunder on account of any Allowed Claim an amount equal to any claims, Causes of Action and Retained Litigation Claims of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim; *provided* that, at least ten (10) days prior to effectuating such withholding, the Debtors or the Reorganized Debtors, as applicable, will provide written notice thereof to the applicable Holder of such Claim, and all objections and defenses of such Holder to such withholding are preserved. In the event that any such claims, Causes of Action or Retained Litigation Claims are adjudicated by Final Order or otherwise resolved against the applicable Holder, the Debtors and the Reorganized Debtors may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off against any Allowed Claim and the distributions to be made pursuant hereto on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), the amount of such adjudicated or resolved claims, Causes of Action or Retained Litigation Claims. Neither the failure to effect such a setoff nor the allowance of any Claim hereunder will constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claims, Causes of Action or Retained Litigation Claims, all of which are reserved unless expressly released or compromised pursuant to the Plan or the Confirmation Order. Notwithstanding anything to the contrary in the Plan, the Allowed Prepetition Notes Claims and the distributions to be made pursuant hereto on account of such Claims will not be subject to set off by the Debtors or the Reorganized Debtors pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law and the Debtors and the Reorganized Debtors hereby waive any and all rights of set off against such Claims.

## **H. PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS**

### **1. Resolution of Disputed Claims and Equity Interests**

#### **(a) Allowance of Claims**

After the Effective Date, and except as otherwise provided in the Plan, the Reorganized Debtors will have and will retain any and all available rights and defenses that the Debtors had with respect to any Claim, including, without limitation, the right to assert any objection to Claims based on the limitations imposed by section 502 or section 510 of the Bankruptcy Code. The Debtors and the Reorganized Debtors may contest the amount and validity of any Disputed Claim in the ordinary course of business in the manner and venue in which such Claim would have been determined, resolved or adjudicated if the Chapter 11 Cases had not been commenced.

(b) Prosecution of Objections to Claims

After the Confirmation Date but before the Effective Date, the Debtors (with the consent of the Required Consenting Noteholders), and after the Effective Date, the Reorganized Debtors, will have the authority to File objections to Claims (other than those that are Allowed under the Plan) and settle, compromise, withdraw or litigate to judgment objections to any and all such Claims, regardless of whether such Claims are in an Unimpaired Class or otherwise; *provided, however*, that this provision will not apply to Professional Fee Claims, which may be objected to by any party-in-interest in these Chapter 11 Cases. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without any further notice to or action, order or approval of the Bankruptcy Court. The Reorganized Debtors will have the sole authority to administer and adjust the Claims Register and their respective books and records to reflect any such settlements or compromises without any further notice to or action, order or approval of the Bankruptcy Court.

(c) Claims Estimation

After the Confirmation Date but before the Effective Date, the Debtors (with the consent of the Required Consenting Noteholders), and after the Effective Date, the Reorganized Debtors may at any time request that the Bankruptcy Court estimate any Disputed Claim or contingent or unliquidated Claim pursuant to applicable law, including, without limitation, section 502(c) of the Bankruptcy Code, and the Bankruptcy Court will retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any such Claim, whether for allowance or to determine the maximum amount of such Claim, including during the litigation concerning any objection to any Claim or during the pendency of any appeal relating to any such objection. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court. The rights and objections of all parties are reserved in connection with any such estimation.

(d) No Filings of Proofs of Claim

Except as otherwise provided in the Plan, Holders of Claims, including the Prepetition Notes Indenture Trustee with respect to the Prepetition Notes Indentures and the Prepetition Notes and the DIP Agent with respect to the DIP Super-Priority Claims, will not be required to File a proof of Claim, and no such parties should File a proof of Claim; *provided* that Holders of General Unsecured Claims against the Parent only will be required to file a proof of claim pursuant to separate bar date procedures to be provided to such parties by the Debtors. Other than with respect to the General Unsecured Claims against the Parent only, the Debtors do not intend to object in the Bankruptcy Court to the allowance of Claims Filed; *provided, however*, that the Debtors and the Reorganized Debtors, as applicable, reserve the right to object to any Claim or Equity Interest that is entitled, or deemed to be entitled, to a distribution under the Plan or is rendered Unimpaired under the Plan. Instead, the Debtors intend to make distributions, as required by the Plan, in accordance with the books and records of the Debtors. Unless disputed by a Holder of a Claim, the amount set forth in the books and records of the Debtors will constitute the amount of the Allowed Claim of such Holder. If any such Holder of a Claim disagrees with the Debtors' books and records with respect to the Allowed amount of such Holder's Claim, such Holder must so advise the Debtors in writing, in which event the Claim will become a Disputed Claim. The

Debtors intend to attempt to resolve any such disputes consensually or through judicial means outside the Bankruptcy Court subject to the consent of the Required Consenting Noteholders. Nevertheless, the Debtors may, in their discretion and with the consent of the Required Consenting Noteholders, File with the Bankruptcy Court (or any other court of competent jurisdiction) an objection to the allowance of any Claim or any other appropriate motion or adversary proceeding with respect thereto. All such objections will be litigated to Final Order; *provided, however*, that the Debtors may, with the consent of the Required Consenting Noteholders, compromise, settle, withdraw or resolve by any other method approved by the Bankruptcy Court any objections to Claims.

## **2. No Distributions Pending Allowance**

Notwithstanding any other provision of the Plan to the contrary, no payments or distributions of any kind or nature will be made with respect to all or any portion of a Disputed Claim unless and until all objections to such Disputed Claim have been settled (with the consent of the Required Consenting Noteholders) or withdrawn or have been determined by Final Order, and the Disputed Claim is or becomes Allowed by Final Order; *provided, however*, that notwithstanding the foregoing, payments or distributions under the Plan to Holders of Allowed Prepetition Notes Claims will be made in full on the Effective Date, regardless of whether such Holders hold any Disputed Claims.

## **3. Distributions on Account of Disputed Claims Once They Are Allowed**

The Reorganized Debtors or other applicable Distribution Agent will make distributions on account of any Disputed Claim that has become Allowed after the Effective Date at such time that such Claim becomes Allowed (or as soon as reasonably practicable thereafter). Such distributions will be made pursuant to the applicable provisions of Article VII of the Plan.

## **4. Reserve for Disputed Claims**

The Debtors, the Reorganized Debtors, and the Distribution Agent may establish such appropriate reserves for Disputed Claims in the applicable Class(es) as they determine necessary and appropriate, in each case with the consent of the Required Consenting Noteholders or as approved by order of the Bankruptcy Court. Without limiting the foregoing, reserves (if any) for Disputed Claims will equal, as applicable, an amount of property equal to 100% of distributions to which Holders of Disputed Claims in each applicable Class would otherwise be entitled under the Plan as of such date if such Disputed Claims were Allowed based on the Debtors' books and records; *provided, however*, that the Debtors and the Reorganized Debtors, as applicable, will have the right to file a motion seeking to estimate any Disputed Claims.

# **I. CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN**

## **1. Conditions Precedent to Confirmation**

Unless satisfied or waived pursuant to the provisions of IV.I.3 of the Plan, the following are conditions precedent to Confirmation of the Plan.

- (a) The Plan and the Restructuring Documents are in form and substance reasonably acceptable to the Debtors and the Required Consenting Noteholders;
- (b) The Confirmation Order has been entered by the clerk of the Bankruptcy Court, and such order is in form and substance consistent in all respects with the Restructuring Term Sheet and the Restructuring Support Agreement and otherwise reasonably acceptable to the Debtors and to the Required Consenting Noteholders; and
- (c) The Restructuring Support Agreement is in full force and effect and has not been validly terminated in accordance with its terms, and no event has occurred or action has been taken that, with the passage of time or the giving of notice, would permit the Required Consenting Noteholders to terminate the Restructuring Support Agreement.

## **2. *Conditions Precedent to Consummation***

Unless satisfied or waived pursuant to the provisions of IV.I.3 of the Plan, the following are conditions precedent to Consummation of the Plan.

- (a) The Confirmation Order has become a Final Order and such order has not been amended, modified, vacated, stayed, or reversed;
- (b) The Bankruptcy Court has entered one or more Final Orders (which may include the Confirmation Order), in form and substance reasonably acceptable to the Debtors and Required Consenting Noteholders, authorizing the assumption, assumption and assignment and rejection of the Executory Contracts and Unexpired Leases by the Debtors as contemplated in the Plan and the Plan Supplement;
- (c) The Plan and the Restructuring Documents have not been amended or modified other than in a manner in form and substance consistent in all respects with the Restructuring Term Sheet, and otherwise reasonably acceptable to the Debtors and the Required Consenting Noteholders;
- (d) The Restructuring Documents (including the Exit Facility Loan Documents) have been filed, tendered for delivery, and have been effectuated or executed by all Persons and Entities party thereto (as appropriate), and in each case in full force and effect, each to the extent required prior to Consummation. All conditions precedent to the effectiveness of such Restructuring Documents, including, without limitation, the Exit Facility Credit Agreements, have been satisfied or waived pursuant to the terms of such applicable Restructuring Documents (or will be satisfied concurrently with the occurrence of the Effective Date) and such agreements have closed or will close simultaneously with the effectiveness of the Plan;

- (e) The Debtors have received, or concurrently with the occurrence of the Effective Date will receive (a) an Exit ABL Facility on terms and conditions acceptable to the Required Consenting Noteholders, and/or (b) the Exit DDTL Facility;
- (f) The Amended/New Corporate Governance Documents have become effective or will become effective concurrently with the effectiveness of the Plan;
- (g) All consents, actions, documents, certificates and agreements necessary to implement the Plan and the transactions contemplated by the Plan have been, as applicable, obtained and not otherwise subject to unfulfilled conditions, effected or executed and delivered to the required parties and, to the extent required, filed with the applicable governmental units in accordance with applicable laws, and in each case in full force and effect;
- (h) All governmental approvals and consents, including Bankruptcy Court approval, that are applicable and legally required for the consummation of the Plan have been obtained, not be subject to unfulfilled conditions and be in full force and effect;
- (i) The New Board has been selected in accordance with the Restructuring Support Agreement.
- (j) The Restructuring Support Agreement is in full force and effect and has not been terminated in accordance with its terms, and no event has occurred or action has been taken that, with the passage of time or the giving of notice, would permit the Required Consenting Noteholders to terminate the Restructuring Support Agreement;
- (k) The Professional Fee Claim Reserve has been funded in full in Cash by the Debtors in accordance with the terms and conditions of the Plan;
- (l) To the extent invoiced, all Ad Hoc Noteholder Group Fees and Expenses and Prepetition Notes Indenture Trustee Fees and Expenses have been paid in full in Cash;
- (m) There will be no ruling, judgment, or order issued by any Governmental Unit making illegal, enjoining or otherwise preventing or prohibiting the consummation of the Restructuring Transactions, unless such ruling, judgment, or order has been stayed, reversed or vacated within three (3) Business Days after such issuance;
- (n) There will be no material litigation or investigation by any Governmental Unit involving the Debtors as of the Effective Date that has had, or would reasonably be expected to have, a material adverse effect on the business, financial condition or results of operations of the Reorganized Debtors, taken as a whole; and



- (o) Since the Petition Date, there will have been no event, change, effect, occurrence, development, circumstance, condition, result, state of fact or change of fact (each, an “Event”) that, individually or together with all other Events, has had, or would reasonably be expected to have, a material adverse effect on either the business, operations, finances, properties, condition (financial or otherwise), assets or liabilities of the Debtors, taken as a whole, or the ability of the Debtors taken as a whole, to perform their respective obligations under, or to consummate the Restructuring Transactions; provided, however, that in no case will any Event arising from, as a result of, or in connection with (a) the public announcement of the Restructuring Support Agreement, the Plan, or any other Restructuring Document, (b) the pursuit or public announcement of the Restructuring Transaction, (c) the commencement or prosecution of the Chapter 11 Cases, or (d) the pursuit of Confirmation or Consummation, be taken into account in determining whether there has been, or would reasonably be expected to be, a material adverse effect for purposes of the Plan.

### **3. Waiver of Conditions**

Subject to section 1127 of the Bankruptcy Code, the conditions to Confirmation and Consummation of the Plan set forth in IV.I of the Plan may be waived by the Debtors, with the consent of the Required Consenting Noteholders, without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate the Plan. The failure of the Debtors or Reorganized Debtors to exercise any of the foregoing rights will not be deemed a waiver of any other rights, and each right will be deemed an ongoing right that may be asserted at any time.

### **4. Effect of Non-Occurrence of Conditions to Confirmation or Consummation**

If the Confirmation or the Consummation of the Plan does not occur with respect to one or more of the Debtors, then the Plan will, solely with respect to such applicable Debtor or Debtors, be null and void in all respects and nothing contained in the Plan or the Disclosure Statement will: (1) constitute a waiver or release of any claims by or Claims against or Equity Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any Holders or any other Person or Entity; (3) constitute an Allowance of any Claim or Equity Interest; or (4) constitute an admission, acknowledgment, offer or undertaking by the Debtors, any Holders or any other Person or Entity in any respect.

## **J. RELEASE, DISCHARGE, INJUNCTION AND RELATED PROVISIONS**

### **1. General**

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan will constitute a good faith compromise and settlement of all Claims and Equity Interests and controversies resolved pursuant to the Plan. The entry of the Confirmation Order will constitute the Bankruptcy Court’s approval of the compromise or settlement of all such Claims, Equity Interests and controversies, as well as a



finding by the Bankruptcy Court that any such compromise or settlement is in the best interests of the Debtors, their Estates, and any Holders of Claims or Equity Interests and is fair, equitable and reasonable.

Notwithstanding anything contained in the Plan to the contrary, the allowance, classification and treatment of all Allowed Claims and Equity Interests and their respective distributions (if any) and treatments hereunder, takes into account the relative priority and rights of the Claims and the Equity Interests in each Class in connection with any contractual, legal and equitable subordination rights relating thereto whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code or otherwise. As of the Effective Date, any and all contractual, legal and equitable subordination rights, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code or otherwise, relating to the allowance, classification and treatment of all Allowed Claims and Equity Interests and their respective distributions (if any) and treatments hereunder, are settled, compromised, terminated and released pursuant hereto; *provided, however*, that nothing contained in the Plan will preclude any Person or Entity from exercising their rights pursuant to and consistent with the terms of the Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan.

## 2. Release of Claims and Causes of Action

***Release by the Debtors and their Estates.*** Pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, and except as otherwise expressly provided in the Plan, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, the Debtors and the Reorganized Debtors, in their respective individual capacities and as debtors-in-possession, and on behalf of themselves and their respective Estates, including, without limitation, any successor to the Debtors or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code (collectively, the “Debtor Releasing Parties”), will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released will be deemed forever released, waived and discharged by the Debtor Releasing Parties) and their respective assets and properties (the “Debtor Release”) from any and all Claims, interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors (including the management, ownership or operation thereof) or their Affiliates, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, the Plan, the Plan Supplement,

the Restructuring Support Agreement, the Restructuring Documents, the Prepetition Debt Documents, and the DIP Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation, preparation, dissemination, entry into, or filing of the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, the Prepetition Debt Documents, the DIP Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of the Plan, the solicitation of votes on the Plan or the issuance or distribution of Plan Securities pursuant to the Plan that such Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) or that any Holder of a Claim or Equity Interest or other Person or Entity would have been legally entitled to assert for, or on behalf or in the name of, any Debtor, its respective Estate or any Reorganized Debtor (whether directly or derivatively) against any of the Released Parties; *provided, however*, that the foregoing provisions of this Debtor Release will not operate to waive or release (i) the rights of such Debtor Releasing Party to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan (including, without limitation, the Exit Facility Loan Documents) or assumed or assumed and assigned, as applicable, pursuant to the Plan or pursuant to a Final Order of the Bankruptcy Court, (ii) any Causes of Action arising from willful misconduct, fraud, or gross negligence, in each case as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction, or (iii) any claims against the Excluded Parties. The foregoing release will be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Article X.B will or will be deemed to (i) prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person or Entity that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors and/or (ii) operate as a release or waiver of any Intercompany Claims, in each case unless otherwise expressly provided for in the Plan.

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, will constitute the Bankruptcy Court's finding that the Debtor Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the Claims released by the Debtor Release; (iii) in the best interest of the Debtors and their Estates; (iv) fair, equitable and reasonable; (v) given and made after due notice and opportunity for hearing; and (vi) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any claim or Cause of Action released pursuant to the Debtor Release.

***Release By Third Parties.*** Except as otherwise expressly provided in the Plan, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor Releasing Parties above, each Non-Debtor Releasing Party (together with the Debtor Releasing Parties, the "Releasing Parties") will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released will be deemed forever released, waived and discharged by the Non-Debtor Releasing Parties) and their respective assets and properties (the "Third Party Release") from any and all Claims, interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors (including the management, ownership or operation thereof) or their Affiliates, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, the Plan, the Plan Supplement, the Restructuring Support Agreement, the Restructuring Documents, the Prepetition Debt Documents, and the DIP Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation, preparation, dissemination, entry into or filing of the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, the Prepetition Debt Documents, the DIP Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11

Cases, (vi) the purchase, sale or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of the Plan or the solicitation of votes on the Plan or the issuance or distribution of Plan Securities pursuant to the Plan that such Non-Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties; *provided, however*, that the foregoing provisions of this Third Party Release will not operate to waive or release (i) the rights of such Non-Debtor Releasing Party to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan (including, without limitation, the Exit Facility Loan Documents) or assumed or assumed and assigned, as applicable, pursuant to the Plan or pursuant to a Final Order of the Bankruptcy Court or (ii) any Causes of Action arising from willful misconduct, fraud, or gross negligence, in each case as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction. The foregoing release will be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third Party Release.

Entry of the Confirmation Order will constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, will constitute the Bankruptcy Court's finding that the Third Party Release is: (i) consensual; (ii) essential to the confirmation of the Plan; (iii) in exchange for the good and valuable consideration provided by the Released Parties; (iv) a good faith settlement and compromise of the Claims released by the Third Party Release; (v) in the best interest of the Debtors and all Holders of Claims and Equity Interests; (vi) fair, equitable and reasonable; (vii) given and made after due notice and opportunity for hearing; and (viii) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third Party Release.

### **3. Waiver of Statutory Limitations on Releases**

Each of the Releasing Parties in each of the releases contained above expressly acknowledges that although ordinarily a general release may not extend to Claims which the Releasing Party does not know or suspect to exist in its favor, which if known by it may have materially affected its settlement with the party released, they have carefully considered and taken into account in determining to enter into the above releases the possible existence of such unknown losses or claims. Without limiting the generality of the foregoing, each Releasing Party expressly

waives any and all rights conferred upon it by any statute or rule of law which provides that a release does not extend to claims which the claimant does not know or suspect to exist in its favor at the time of providing the release, which if known by it may have materially affected its settlement with the released party. The releases contained in the Plan are effective regardless of whether those released matters are presently known, unknown, suspected or unsuspected, foreseen or unforeseen.

#### **4. *Discharge of Claims and Equity Interests***

To the fullest extent provided under section 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code, except as otherwise expressly provided by the Plan (including, without limitation, Article V.D and V.E of the Plan) or the Confirmation Order, effective as of the Effective Date, all consideration distributed under the Plan will be in exchange for, and in complete satisfaction, settlement, discharge, and release of, all Claims, Equity Interests and Causes of Action of any kind or nature whatsoever against the Debtors and the Reorganized Debtors or any of their respective assets or properties, including any interest accrued on such Claims or Equity Interests from and after the Petition Date, and regardless of whether any property will have been abandoned by order of the Bankruptcy Court, distributed or retained pursuant to the Plan on account of such Claims, Equity Interests or Causes of Action.

Except as otherwise expressly provided by the Plan (including, without limitation, Article V.D and V.E of the Plan) or the Confirmation Order, upon the Effective Date, the Debtors and their Estates will be deemed discharged and released under and to the fullest extent provided under sections 524 and 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code from any and all Claims of any kind or nature whatsoever, including, but not limited to, demands and liabilities that arose before the Confirmation Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code. Such discharge will void any judgment obtained against the Debtors or the Reorganized Debtors at any time, to the extent that such judgment relates to a discharged Claim.

Except as otherwise expressly provided by the Plan (including, without limitation, Article V.D and V.E of the Plan) or the Confirmation Order, upon the Effective Date: (i) the rights afforded in the Plan and the treatment of all Claims and Equity Interests will be in exchange for and in complete satisfaction, settlement, discharge, and release of all Claims and Equity Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtors or any of their respective assets, property, or Estates; (ii) all Claims and Equity Interests will be satisfied, discharged, and released in full, and each of the Debtors' liability with respect thereto will be extinguished completely without further notice or action; and (iii) all Persons or Entities will be precluded from asserting against the Debtors, the Estates, the Reorganized Debtors, each of their respective successors and assigns, and each of their respective assets and properties, any such Claims or Equity Interests, whether based upon any documents, instruments or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date or otherwise.

#### **5. *Exculpation***

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties will neither have nor incur any liability to any Person or Entity for any claims or Causes of



Action arising prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of the Plan, the Disclosure Statement, the Restructuring Documents, the DIP Documents, or any contract, instrument, release or other agreement or document created or entered into in connection with the Plan, including the Restructuring Support Agreement, or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or Consummation of the Plan; *provided, however*, that the foregoing provisions of this exculpation will not operate to waive or release: (i) any Causes of Action arising from willful misconduct, fraud, or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of any Person or Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; *provided, further*, that each Exculpated Party will be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions. The foregoing exculpation will be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity. Notwithstanding the foregoing, nothing in this Article X.E will or will be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person or Entity that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in the Plan.

## 6. Preservation of Causes of Action

### (a) Maintenance of Causes of Action

Except as otherwise provided in **Error! Reference source not found.** of the Plan (including, without limitation, and for the avoidance of doubt, the Releases contained in Article X.B and Exculpation contained in Article X.E of the Plan) or elsewhere in the Plan or the Confirmation Order, after the Effective Date, the Reorganized Debtors will retain all rights to commence, pursue, litigate or settle, as appropriate, any and all Retained Litigation Claims, whether existing as of the Petition Date or thereafter arising, in any court or other tribunal including, without limitation, in an adversary proceeding Filed in the Chapter 11 Cases. The Reorganized Debtors, as the successors-in-interest to the Debtors and the Estates, may, and will have the exclusive right to, enforce, sue on, settle, compromise, transfer or assign (or decline to do any of the foregoing) any or all of such Retained Litigation Claims without notice to or approval from the Bankruptcy Court.

### (b) Preservation of All Causes of Action Not Expressly Settled or Released

The Debtors expressly reserve all Causes of Action and Retained Litigation Claims for later adjudication by the Debtors or the Reorganized Debtors (including, without limitation, Causes of Action and Retained Litigation Claims not specifically identified or of which the Debtors may presently be unaware or which may arise or exist by reason of additional facts or

circumstances unknown to the Debtors at this time or facts or circumstances that may change or be different from those the Debtors now believe to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches will apply to such Causes of Action or Retained Litigation Claims upon or after the Confirmation or Consummation of the Plan based on the Disclosure Statement, the Plan or the Confirmation Order, except in each case where such Causes of Action or Retained Litigation Claims have been expressly waived, relinquished, released, compromised or settled in the Plan (including, without limitation, and for the avoidance of doubt, the Releases contained in Article X.B of the Plan and Exculpation contained in Article X.E of the Plan) or any other Final Order (including, without limitation, the Confirmation Order). In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which any of the Debtors are a plaintiff, defendant or an interested party, against any Person or Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits.

No Person or Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action or Retained Litigation Claim against them as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action or Retained Litigation Claim against them. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action and Retained Litigation Claim against any Person or Entity, except as otherwise expressly provided in the Plan or the Confirmation Order (including, without limitation, and for the avoidance of doubt, the Releases contained in Article X.B and Exculpation contained in Article X.E of the Plan).

## 7. Injunction

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, FROM AND AFTER THE EFFECTIVE DATE, ALL PERSONS AND ENTITIES ARE, TO THE FULLEST EXTENT PROVIDED UNDER SECTION 524 AND OTHER APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, PERMANENTLY ENJOINED FROM (I) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY SUIT, ACTION OR OTHER PROCEEDING; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER; (III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE; (IV) ASSERTING A SETOFF OR RIGHT OF SUBROGATION OF ANY KIND; OR (V) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, IN EACH CASE ON ACCOUNT OF OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, EQUITY INTEREST, OR REMEDY RELEASED OR TO BE RELEASED, EXCULPATED OR TO BE EXCULPATED, SETTLED OR TO BE SETTLED OR DISCHARGED OR TO BE DISCHARGED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER AGAINST ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED). ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASES UNDER SECTION 105 OR SECTION 362 OF THE BANKRUPTCY CODE, OR OTHERWISE, AND IN EXISTENCE ON THE**



**CONFIRMATION DATE, WILL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE.**

#### **8. Binding Nature Of Plan**

**ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THE PLAN WILL BIND, AND WILL BE DEEMED BINDING UPON, THE DEBTORS, THE REORGANIZED DEBTORS, ANY AND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS, ALL PERSONS AND ENTITIES THAT ARE PARTIES TO OR ARE SUBJECT TO THE SETTLEMENTS, COMPROMISES, RELEASES, EXCULPATIONS, DISCHARGES, AND INJUNCTIONS DESCRIBED IN THE PLAN, EACH PERSON AND ENTITY ACQUIRING PROPERTY UNDER THE PLAN, ANY AND ALL NON-DEBTOR PARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES WITH THE DEBTORS AND THE RESPECTIVE SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING WHETHER OR NOT SUCH PERSON OR ENTITY (I) WILL RECEIVE OR RETAIN ANY PROPERTY, OR INTEREST IN PROPERTY, UNDER THE PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN, AFFIRMATIVELY VOTED TO REJECT THE PLAN OR IS CONCLUSIVELY DEEMED TO REJECT THE PLAN.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE INJUNCTION DOES NOT ENJOIN ANY PARTY UNDER THE RESTRUCTURING SUPPORT AGREEMENT OR THE PLAN OR UNDER ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE INCLUDED IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN.**

#### **9. Protection Against Discriminatory Treatment**

To the extent provided by section 525 of the Bankruptcy Code and the Supremacy Clause of the United States Constitution, all Persons and Entities, including Governmental Units, will not discriminate against the Reorganized Debtors or deny, revoke, suspend or refuse to renew a license, permit, charter, franchise or other similar grant to, condition such a grant to, discriminate with respect to such a grant, against the Reorganized Debtors, or another Person or Entity with whom the Reorganized Debtors have been associated, solely because any Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge) or has not paid a debt that is dischargeable in the Chapter 11 Cases.

#### **10. Integral Part of Plan**

Each of the provisions set forth in the Plan with respect to the settlement, release, discharge, exculpation, and injunction for or with respect to Claims and/or Causes of Action are an integral part of the Plan and essential to its implementation. Accordingly, each Person or Entity that is a beneficiary of such provision will have the right to independently seek to enforce such provision and such provision may not be amended, modified, or waived after the Effective Date without the prior written consent of such beneficiary.

## K. RETENTION OF JURISDICTION

Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court will, on and after the Effective Date, retain exclusive jurisdiction over the Chapter 11 Cases and all Persons and Entities with respect to all matters related to the Chapter 11 Cases, the Debtors and the Plan as legally permissible, including, without limitation, jurisdiction to:

- (a) allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Equity Interest, including, without limitation, the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of any such Claim or Equity Interest;
- (b) grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or the Plan, for periods ending on or before the Effective Date; *provided, however,* that, from and after the Effective Date, the Reorganized Debtors may pay Professionals in the ordinary course of business for any work performed after the Effective Date and such payment will not be subject to the approval of the Bankruptcy Court;
- (c) resolve any matters related to the assumption, assignment or rejection of any Executory Contract or Unexpired Lease and to adjudicate and, if necessary, liquidate, any Claims arising therefrom, including, without limitation, those matters related to any amendment to the Plan after the Effective Date to add Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed or rejected (as applicable);
- (d) resolve any issues related to any matters adjudicated in the Chapter 11 Cases;
- (e) ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;
- (f) decide or resolve any motions, adversary proceedings, contested or litigated matters and any other Causes of Action that are pending as of the Effective Date or that may be commenced in the future, and grant or deny any applications involving the Debtors that may be pending on the Effective Date or instituted by the Reorganized Debtors after the Effective Date, *provided, however* that the Reorganized Debtors will reserve the right to commence actions in all appropriate forums and jurisdictions;
- (g) enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all other contracts, instruments, releases, indentures and other agreements or documents adopted in connection with the Plan, the Plan Supplement or the Disclosure Statement;

- (h) resolve any cases, controversies, suits or disputes that may arise in connection with the Consummation, interpretation or enforcement of the Plan or any Person or Entity's obligations incurred in connection with the Plan;
- (i) hear and determine all Causes of Action that are pending as of the Effective Date or that may be commenced in the future;
- (j) issue injunctions and enforce them, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person or Entity with Consummation or enforcement of the Plan;
- (k) enforce the terms and conditions of the Plan, the Confirmation Order, and the Restructuring Documents;
- (l) resolve any cases, controversies, suits or disputes with respect to the Release, the Exculpation, the indemnification and other provisions contained in IV.J of the Plan and enter such orders or take such other actions as may be necessary or appropriate to implement or enforce all such provisions;
- (m) hear and determine all Retained Litigation Claims;
- (n) enter and implement such orders or take such other actions as may be necessary or appropriate if the Confirmation Order is modified, stayed, reversed, revoked or vacated;
- (o) resolve any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order or any release or exculpation adopted in connection with the Plan; and
- (p) enter an order concluding or closing the Chapter 11 Cases.

Notwithstanding the foregoing, (i) any dispute arising under or in connection with the Exit Facility or any other contract or agreement binding on the Reorganized Debtors that contains provisions governing jurisdiction for litigation of disputes thereunder will be addressed in accordance with the provisions of the applicable document and (ii) if the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in Article of the Plan, the provisions of **Error! Reference source not found.** of the Plan will have no effect upon and will not control, prohibit, or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

## **L. MISCELLANEOUS PROVISIONS**

### **1. Substantial Consummation**

"Substantial Consummation" of the Plan, as defined in 11 U.S.C. § 1101(2), will be deemed to occur on the Effective Date.

## **2. Payment of Statutory Fees; Post-Effective Date Fees and Expenses**

All fees payable pursuant to section 1930 (a) of the Judicial Code, as determined by the Bankruptcy Court at a hearing pursuant to section 1128 of the Bankruptcy Code to the extent necessary, will be paid by each of the Debtors or the Reorganized Debtors (or the Distribution Agent on behalf of each of the Debtors or Reorganized Debtors), as applicable, for each quarter (including any fraction thereof) until the earliest to occur of the entry of (a) a final decree closing such Debtor's Chapter 11 Case, (b) an order dismissing such Debtor's Chapter 11 Case, or (c) an order converting such Debtor's Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code.

The Reorganized Debtors may pay the liabilities and charges that they incur on or after the Effective Date for Professionals' fees, disbursements, expenses, or related support services (including reasonable fees, costs and expenses incurred by Professionals relating to the preparation of interim and final fee applications and obtaining Bankruptcy Court approval thereof) in the ordinary course of business and without application or notice to, or order of, the Bankruptcy Court, including, without limitation, the reasonable fees, expenses, and disbursements of the Distribution Agents and the fees, costs and expenses incurred by Professionals in connection with the implementation, enforcement and Consummation of the Plan and the Restructuring Documents.

## **3. Statutory Committee**

On the Effective Date, the current and former members of the Committee, if any, and their respective officers, employees, counsel, advisors and agents, will be released and discharged of and from all further authority, duties, responsibilities and obligations related to and arising from and in connection with the Chapter 11 Cases and the Committee will dissolve. Following the completion of the Committee's remaining duties set forth above, the Committee will be dissolved, and the retention or employment of the Committee's respective attorneys, accountants and other agents will terminate without further notice to, or action by, any Person or Entity.

## **4. Conflicts**

In the event that a provision of the Restructuring Documents or the Disclosure Statement (including any and all exhibits and attachments thereto) conflicts with a provision of the Plan or the Confirmation Order, the provision of the Plan and the Confirmation Order (as applicable) will govern and control to the extent of such conflict. In the event that a provision of the Plan conflicts with a provision of the Confirmation Order, the provision of the Confirmation Order will govern and control to the extent of such conflict.

## **5. Modification of Plan**

Effective as of the date hereof and subject to the limitations and rights contained in the Plan: (a) the Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify the Plan prior to the entry of the Confirmation Order in a way that is in form and substance consistent in all material respects with the Restructuring Term Sheet and otherwise reasonably acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement, in accordance with section 1127(a) of the Bankruptcy Code; and (b) after the entry of the Confirmation Order, the Debtors or the Reorganized Debtors, as applicable, may, upon order of the Bankruptcy Court, amend or modify the Plan in a way that is in form and substance consistent in all material respects with the

Restructuring Term Sheet and otherwise acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement, in accordance with section 1127(b) of the Bankruptcy Code or to remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan. A Holder of a Claim that has accepted the Plan will be presumed to have accepted the Plan, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such Holder.

## **6. Revocation or Withdrawal of Plan**

The Debtors reserve the right to revoke or withdraw the Plan prior to the Effective Date and/or to File subsequent chapter 11 plans, with respect to one or more of the Debtors; provided that any rights under the Restructuring Support Agreement, including any consent rights contained therein, will remain unaffected. If the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation of the Plan does not occur with respect to one or more of the Debtors, then with respect to the applicable Debtor or Debtors for which the Plan was revoked or withdrawn or for which Confirmation or Consummation of the Plan did not occur: (1) the Plan will be null and void in all respects; (2) any settlement or compromise embodied in the Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan and any document or agreement executed pursuant hereto will be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (3) nothing contained in the Plan will: (a) constitute a waiver or release of any Claims by or against, or any Equity Interests in, the applicable Debtors or any other Person or Entity; (b) prejudice in any manner the rights of the applicable Debtors or any other Person or Entity; or (c) constitute an admission, acknowledgement, offer or undertaking of any sort by the applicable Debtors or any other Person or Entity.

## **7. Successors and Assigns**

The Plan will be binding upon and inure to the benefit of the Debtors, the Reorganized Debtors, all present and former Holders of Claims and Equity Interests, other parties-in-interest, and their respective heirs, executors, administrators, successors, and assigns. The rights, benefits, and obligations of any Person or Entity named or referred to in the Plan will be binding on, and will inure to the benefit of, any heir, executor, administrator, successor, or assign of such Person or Entity.

## **8. Reservation of Rights**

Except as expressly set forth in the Plan, the Plan will have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order and the Plan is Consummated. Neither the filing of the Plan, any statement or provision contained in the Plan, nor the taking of any action by the Debtors or any other Person or Entity with respect to the Plan will be or will be deemed to be an admission or waiver of any rights of: (1) the Debtors with respect to the Holders of Claims or Equity Interests or other Person or Entity; or (2) any Holder of a Claim or an Equity Interest or other Person or Entity prior to the Effective Date.

## **9. Further Assurances**

The Debtors or the Reorganized Debtors, as applicable, all Holders of Claims receiving distributions hereunder and all other Persons and Entities will, from time to time, prepare, execute

and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan or the Confirmation Order.

#### **10. Severability**

If, prior to the Confirmation Date, any term or provision of the Plan is determined by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court will have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision will then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order will constitute a judicial determination and will provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

#### **11. Service of Documents**

Any notice, direction or other communication given regarding the matters contemplated by the Plan (each, a “**Notice**”) must be in writing, sent by personal delivery, electronic mail, courier or facsimile and addressed as follows:

##### **If to the Debtors:**

Superior Energy Services, Inc.  
1001 Louisiana Street, Suite 2900  
Houston, Texas 77002  
Attn: William B. Masters  
Email: bill.masters@superiorenergy.com

with a copy to:

Latham & Watkins LLP  
885 Third Avenue  
New York, NY 10022  
Attn: Keith A. Simon and George Klidonas  
Direct Dial: (212) 906-1200  
Fax: (212) 751-4864  
Email: keith.simon@lw.com and george.klidonas@lw.com

##### **If to the Ad Hoc Noteholder Group:**



Davis Polk & Wardwell LLP  
 405 Lexington Ave.  
 New York, NY 10017  
 Attn: Damian S. Schaible and Adam L. Shpeen  
 Direct Dial: (212) 450-4000  
 Fax: (212) 701-5800  
 Email: damian.schaible@davispolk.com and  
 adam.shpeen@davispolk.com

A Notice is deemed to be given and received (a) if sent by personal delivery or courier, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day, or (b) if sent by facsimile, on the Business Day following the date of confirmation of transmission by the originating facsimile, or (c) if sent by electronic mail, when the sender receives an email from the recipient acknowledging receipt, provided that an automatic “read receipt” does not constitute acknowledgment of an email for purposes of this Section. Any party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any element of a party’s address that is not specifically changed in a Notice will be assumed not to be changed. Sending a copy of a Notice to a party’s legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice to that party. The failure to send a copy of a Notice to legal counsel does not invalidate delivery of that Notice to a party.

## **12. Exemption from Transfer Taxes Pursuant to Section 1146(a) of the Bankruptcy Code**

Pursuant to and to the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any issuance, transfer, or exchange of a security, or the making or delivery of an instrument of transfer of property, pursuant to or in connection with the Plan or the Restructuring Documents will not be subject to any Stamp or Similar Tax or governmental assessment in the United States or by any other Governmental Unit, and the Confirmation Order will direct the appropriate federal, state or local (domestic or foreign) governmental officials or agents to forgo the collection of any such Stamp or Similar Tax or governmental assessment and to accept for filing and recordation instruments or other documents evidencing such action or event without the payment of any such Stamp or Similar Tax or governmental assessment. Such exemption specifically applies, without limitation, to (i) all actions, agreements and documents necessary to evidence and implement the provisions of, transactions contemplated by and the distributions to be made under the Plan or the Restructuring Documents, (ii) the issuance and distribution of the New Common Stock or Plan Securities and Documents, and (iii) the maintenance or creation of security interests or any Lien as contemplated by the Plan or the Restructuring Documents.

## **13. Governing Law**

Except to the extent that the Bankruptcy Code, the Bankruptcy Rules or other federal law is applicable, or to the extent that a Restructuring Document or an exhibit or schedule to the Plan provides otherwise, the rights and obligations arising under the Plan will be governed by, and construed and enforced in accordance with, the laws of New York, without giving effect to the principles of conflicts of law of such jurisdiction.



#### **14. Tax Reporting and Compliance**

The Reorganized Debtors are hereby authorized, on behalf of the Debtors, to request an expedited determination under section 505(b) of the Bankruptcy Code of the tax liability of the Debtors for all taxable periods ending after the Petition Date through and including the Effective Date.

#### **15. Exhibits and Schedules**

All exhibits and schedules to the Plan, including the Exhibits and Plan Schedules, are incorporated in the Plan and are a part of the Plan as if set forth in full therein.

#### **16. No Strict Construction**

The Plan is the product of extensive discussions and negotiations between and among, *inter alia*, the Debtors, the Consenting Noteholders, and their respective professionals. Each of the foregoing was represented by counsel of its choice who either participated in the formulation and documentation of, or was afforded the opportunity to review and provide comments on, the Plan, the Disclosure Statement, the Exhibits and the Plan Schedules, and the agreements and documents ancillary or related thereto. Accordingly, unless explicitly indicated otherwise, the general rule of contract construction known as “contra proferentem” or other rule of strict construction will not apply to the construction or interpretation of any provision of the Plan, the Disclosure Statement, the Exhibits or the Plan Schedules, or the documents ancillary and related thereto.

#### **17. Entire Agreement**

Except as otherwise provided in the Plan or Restructuring Documents, the Plan and the Restructuring Documents supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan and the Restructuring Documents.

#### **18. 2002 Notice Parties**

After the Effective Date, the Debtors and the Reorganized Debtors, as applicable, are authorized to limit the list of Persons and Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Persons and Entities who have Filed a renewed request after the Confirmation Hearing to receive documents pursuant to Bankruptcy Rule 2002.

#### **19. Closing of Chapter 11 Cases**

The Reorganized Debtors will, promptly after the full administration and Consummation of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

## V.

**PLAN-RELATED RISK FACTORS**

PRIOR TO VOTING TO ACCEPT OR REJECT THE PLAN, ALL HOLDERS OF CLAIMS THAT ARE IMPAIRED SHOULD READ AND CONSIDER CAREFULLY THE FACTORS SET FORTH HEREIN, AS WELL AS ALL OTHER INFORMATION SET FORTH OR OTHERWISE REFERENCED IN THIS DISCLOSURE STATEMENT. ALTHOUGH THESE RISK FACTORS ARE MANY, THESE FACTORS SHOULD NOT BE REGARDED AS CONSTITUTING THE ONLY RISKS PRESENT IN CONNECTION WITH THE DEBTORS' BUSINESSES, THE PLAN OR THE IMPLEMENTATION OF THE PLAN.

**A. CERTAIN BANKRUPTCY LAW CONSIDERATIONS****1. General**

Although the Debtors believe that the Chapter 11 Cases will be of short duration and will not be materially disruptive to their businesses, the Debtors cannot be certain that this will be the case. Although the Plan is designed to minimize the length of the Chapter 11 Cases, it is impossible to predict with certainty the amount of time that one or more of the Debtors may spend in bankruptcy or to assure parties in interest that the Plan will be confirmed. Even if confirmed on a timely basis, the Chapter 11 Cases could have an adverse effect on the Debtors' businesses. Among other things, it is possible that bankruptcy proceedings could adversely affect the Debtors' relationships with their key customers and employees. The Chapter 11 Cases will also involve additional expense and may divert some of the attention of the Debtors' management away from business operations.

**2. Parties in Interest May Object to the Debtors' Classification of Claims and Equity Interests.**

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an equity interest in a particular class only if such claim or equity interest is substantially similar to the other claims or equity interests in such class. The Debtors believe that the classification of Claims and Equity Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because the Debtors created Classes of Claims and Equity Interests, each encompassing Claims or Equity Interests, as applicable, that are substantially similar to the other Claims and Equity Interests in each such Class. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

**3. The Debtors May Fail to Satisfy the Vote Requirement.**

If votes are received in number and amount sufficient to enable the Bankruptcy Court to confirm the Plan, the Debtors intend to seek, as promptly as practicable thereafter, confirmation of the Plan. In the event that sufficient votes are not received, the Debtors may seek to accomplish an alternative chapter 11 plan of reorganization. There can be no assurance that the terms of any such alternative chapter 11 plan would be similar or as favorable to the Holders of Allowed Claims as those proposed in the Plan.

**4. The Debtors May Not Be Able to Secure Confirmation of the Plan.**

In the event that any impaired class of claims or equity interests does not accept or is deemed not to accept a plan of reorganization, a bankruptcy court may nevertheless confirm such plan at the proponent's request if at least one impaired class has voted to accept the plan (with such acceptance being determined without including the vote of any "insider" in such class), and as to each impaired class that has not accepted the plan, the bankruptcy court determines that the plan "does not discriminate unfairly" and is "fair and equitable" with respect to the dissenting impaired classes. Should any Class vote to reject the Plan, then these requirements must be satisfied with respect to *such* rejecting Classes.

Even if the requisite acceptances are received, there can be no assurance that the Bankruptcy Court will confirm the Plan. A non-accepting Holder of an Allowed Claim or Equity Interest might challenge, among other things, either the adequacy of this Disclosure Statement or whether the balloting procedures and voting results satisfy the requirements of the Bankruptcy Code or Bankruptcy Rules. Even if the Bankruptcy Court determined that the Disclosure Statement, the balloting procedures and voting results were appropriate, the Bankruptcy Court could still decline to confirm the Plan if it found that any of the statutory requirements for confirmation were not met, including the requirement that the terms of the Plan do not "unfairly discriminate" and are "fair and equitable" to non-accepting Classes. If the Plan is not confirmed, it is unclear what distributions holders of Claims ultimately would receive with respect to their Claims in a subsequent plan of reorganization.

#### **5. Non-Consensual Confirmation of the Plan May Be Necessary.**

In the event that any impaired class of claims or equity interests does not accept a chapter 11 plan, a bankruptcy court may nevertheless confirm such a plan at the proponents' request if at least one impaired class has accepted the plan (with such acceptance being determined without including the vote of any "insider" in such class), and, as to each impaired class that has not accepted the plan, the bankruptcy court determines that the plan "does not discriminate unfairly" and is "fair and equitable" with respect to the dissenting impaired classes. The Debtors believe that the Plan satisfies these requirements and the Debtors may request such non-consensual confirmation in accordance with subsection 1129(b) of the Bankruptcy Code. Nevertheless, in the event that the Voting Classes do not accept the Plan, there can be no assurance that the Bankruptcy Court will reach this conclusion.

#### **6. Risk of Termination of the Restructuring Support Agreement.**

As more fully set forth in section 7 of the Restructuring Support Agreement, the Restructuring Support Agreement contains certain provisions that give the Required Consenting Noteholders the ability to terminate the Restructuring Support Agreement upon the occurrence of certain events or conditions. In the event the Restructuring Support Agreement is terminated, the Debtors may be forced to file an alternative plan that lacks the same broad noteholder support. The termination of the Restructuring Support Agreement could result in protracted Chapter 11 Cases, which could significantly and detrimentally impact the Debtors' relationships with vendors, suppliers, and major customers.

## **7. The Effective Date May Not Occur.**

As more fully set forth in Article IX of the Plan, the Effective Date is subject to a number of conditions precedent. If such conditions precedent are not met or waived, the Effective Date will not take place. There can be no assurance as to such timing or as to whether the Effective Date will, in fact, occur.

## **8. The Exit Facility Credit Agreement and the Transactions Contemplated Thereby, May Not Become Effective.**

Although the Debtors believe that the Exit Facility Credit Agreement will become effective shortly after the Confirmation Date, there can be no assurance as to such timing or as to whether the Exit Facility Credit Agreement and the transactions contemplated thereunder, will become effective.

## **9. Contingencies Will Not Affect Votes of the Voting Classes to Accept or Reject the Plan.**

The distributions available to Holders of Allowed Claims under the Plan can be affected by a variety of contingencies, including, among other things, the total amount of Allowed Claims or Equity Interests in certain Classes or whether the Bankruptcy Court orders certain Allowed Claims to be subordinated to other Allowed Claims. The occurrence of any and all such contingencies, which could affect distributions available to Holders of Allowed Claims under the Plan, will not affect the validity of the vote taken by the Voting Classes to accept or reject the Plan or require any sort of revote by the Impaired Classes.

## **10. The Debtors Cannot State with Certainty What Recovery Will be Available to Holders of Allowed Prepetition Notes Claims Allowed General Unsecured Claims Against the Parent.**

The estimated Claims and recoveries set forth in this Disclosure Statement are based on various assumptions, and the actual Allowed amounts of Claims may significantly differ from the estimates. Should one or more of the underlying assumptions ultimately prove to be incorrect, the actual Allowed amounts of Claims may vary from the estimated amounts contained in this Disclosure Statement. Moreover, the Debtors cannot determine with any certainty at this time the number or amount of Claims that will ultimately be Allowed. Accordingly, because certain Claims under the Plan will be paid on a Pro Rata basis, the Debtors cannot state with certainty what recoveries will be available to Holders of Allowed Prepetition Notes Claims and General Unsecured Claims against the Parent.

## **11. Conversion into Chapter 7 Cases.**

If no plan of reorganization can be confirmed, or if the Bankruptcy Court otherwise finds that it would be in the best interest of holders of Claims and Equity Interests, the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be appointed or elected to liquidate the Debtors' assets for distribution in accordance with the priorities established by the Bankruptcy Code. *See* Section XI.A of the Plan, as well as the Liquidation Analysis attached hereto as Exhibit C, for a discussion of the effects that a chapter 7 liquidation would have on the recoveries of holders of Claims and Equity Interests.

## **12. Releases, Injunctions, and Exculpation Provisions May Not Be Approved.**

The Plan provides for certain releases, injunctions, and exculpations. However, such releases, injunctions, and exculpations are subject to objection by parties in interest and may not be approved. If the releases are not approved, certain Released Parties may not support the Plan.

## **13. Certain Tax Consequences of the Restructuring.**

The potential U.S. federal income tax consequences of the Restructuring to the Debtors and Holders of Prepetition Notes Claims and General Unsecured Claims against the Parent (including the ownership and disposition of consideration to be received pursuant to the Restructuring) are complex and, in certain instances, subject to uncertainty. Such Holders should carefully review the materials in “Certain U.S. Federal Income Tax Consequences of the Plan” and independently consult with their own tax advisors regarding the Restructuring.

## **B. ADDITIONAL FACTORS AFFECTING THE VALUE OF THE REORGANIZED DEBTORS**

### **1. Claims Could be More than Projected.**

There can be no assurance that the estimated Allowed amount of Claims in certain Classes will not be significantly more than projected, which in turn, could cause the value of distributions to be reduced substantially. Inevitably, some assumptions will not materialize, and unanticipated events and circumstances may affect the ultimate results. Therefore, the actual amount of Allowed Claims may vary materially from the Debtors’ projections and feasibility analysis.

### **2. Projections and other Forward-Looking Statements Are Not Assured and Actual Results May Vary.**

Certain of the information contained in the Disclosure Statement, including the Financial Projections in Exhibit D, is, by nature, forward-looking, and contains estimates and assumptions, which might ultimately prove to be incorrect, and projections, which may be materially different from actual future experiences. There are uncertainties associated with any projections and estimates, and they should not be considered assurances or guarantees of the amount of funds or the amount of Claims in the various Classes that might be allowed.

### **3. Post-Effective Date Indebtedness.**

Following the Effective Date, the Reorganized Debtors will have approximately \$120 million of capacity under letters of credit from the Exit Facility. The Reorganized Debtors’ ability to service their debt obligations will depend, among other things, on their future operating performance, which depends partly on economic, financial, competitive, and other factors beyond the Reorganized Debtors’ control. The Reorganized Debtors may not be able to generate sufficient cash from operations to meet their debt service obligations as well as fund necessary capital expenditures and investments in sales and marketing. In addition, if the Reorganized Debtors need to refinance their debt, obtain additional financing, or sell assets or equity, they may not be able to do so on commercially reasonable terms, if at all.

#### **4. Restrictive Covenants of Indebtedness.**

The financing agreements governing the Reorganized Debtors' indebtedness will contain various covenants that may limit the discretion of the Reorganized Debtors' management by restricting the Reorganized Debtors' ability to, among other things, incur additional indebtedness, incur liens, pay dividends or make certain restricted payments, consummate certain asset sales, enter into certain transactions with affiliates, merge, consolidate and/or sell or dispose of all or substantially all of their assets. In addition, it is expected that certain of the agreements will require the Reorganized Debtors to meet certain financial covenants. As a result of these covenants, the Reorganized Debtors will be limited in the manner in which they conduct their businesses and they may be unable to engage in favorable business activities or finance future operations or capital needs.

Any failure to comply with the restrictions of the financing agreements may result in an event of default. An event of default may allow the creditors to accelerate the related debt as well as any other debt to which a cross-acceleration or cross-default provision applies. If the Reorganized Debtors are unable to repay amounts outstanding under their financing agreements when due, the lenders thereunder could, subject to the terms of the financing agreements, seek to foreclose on the collateral that is pledged to secure the indebtedness outstanding under such facility.

#### **5. Transfers or Issuances Of Old Parent Interests, Before or in Connection with the Debtors' Chapter 11 Cases, May Impair The Debtors' Ability To Utilize Their U.S. Federal Income Tax Net Operating Loss Carryforwards In Future Years.**

Under U.S. federal income tax law, a corporation is generally permitted to deduct from taxable income net operating losses carried forward from prior years. The consolidated group that includes the Parent as its common parent (the "Parent Group") had consolidated net operating losses and net operating loss carryforwards of approximately \$160 million as of December 31, 2019. The Debtors believe that they will generate additional net operating losses for the 2020 taxable year. The Parent Group's ability to utilize its net operating loss carryforwards to offset future taxable income and to reduce its U.S. federal income tax liability is subject to certain requirements and restrictions. Since the Restructuring is expected to result in an "ownership change," as defined in Section 382 of the U.S. Internal Revenue Code of 1986, as amended (the "IRC" or "Tax Code"), the Reorganized Debtors' ability to use their net operating loss carryforwards may be substantially limited, which could have a negative impact on its financial position and results of operations. Generally, there is an "ownership change" if one or more stockholders owning 5% or more of a corporation's common stock have aggregate increases in their ownership of such stock of more than 50 percentage points over the prior three-year period. Under IRC Section 382, absent an applicable exception, if a corporation undergoes an "ownership change," the amount of its net operating losses that may be utilized to offset future taxable income generally is subject to an annual limitation. The Debtors intend to request that the Bankruptcy Court approve restrictions on certain transfers of Old Parent Interests to limit the risk of an "ownership change" occurring prior to the issuance of New Common Stock.



**C. RISK FACTORS THAT MAY AFFECT THE VALUE OF SECURITIES TO BE ISSUED UNDER THE PLAN AND/OR RECOVERIES UNDER THE PLAN**

**1. The Valuation of the Reorganized Debtors May Not Be Adopted by the Bankruptcy Court.**

Parties in interest in these Chapter 11 Cases may oppose confirmation of the Plan by alleging that the value of the Reorganized Debtors is higher than estimated by the Debtors and that the Plan thereby improperly limits or extinguishes their rights to recoveries under the Plan. At the Confirmation Hearing, the Bankruptcy Court will hear evidence regarding the views of the Debtors and opposing parties, if any, with respect to the valuation of the Reorganized Debtors. Based on that evidence, the Bankruptcy Court will determine the appropriate valuation for the Reorganized Debtors for purposes of the Plan. There can be no assurance that the Debtors' estimated valuation of the Reorganized Debtors will be approved by the Bankruptcy Court.

**2. The Estimated Valuation of the Reorganized Debtors and the New Common Stock and the Estimated Recoveries to Holders of Allowed Claims Are Not Intended to Represent the Private or Public Sale Values.**

The Debtors' estimated recoveries to Holders of Allowed Claims are not intended to represent the private or public sale values of the Reorganized Debtors' securities. The estimated recoveries are based on numerous assumptions (the realization of many of which is beyond the control of Reorganized Debtors), including, without limitation: (a) the successful reorganization of the Debtors; (b) an assumed date for the occurrence of the Effective Date; (c) the Debtors' ability to achieve the operating and financial results included in the Financial Projections; and (d) the Debtors' ability to maintain adequate liquidity to fund operations. If the estimated valuations are lower than the private or public sale values of such Claims, then the value of the Reorganized Debtors' securities or your recovery could be lower than if there were a private or public sale.

**3. There May Be a Lack of a Trading Market For the New Common Stock.**

If the Reorganized Debtors elect to list the New Common Stock on a national securities exchange, there can be no assurance that there will be an active trading market for the New Common Stock or the other Plan Securities. In addition, there may be trading restrictions on shares of New Common Stock (or any interest therein) following the Effective Time. Accordingly, there can be no assurance that any market will develop or as to the liquidity of any market that may develop for any such securities.

**4. The New Common Stock Will be Subordinated to the Other Indebtedness of Reorganized Parent.**

In any subsequent liquidation, dissolution, or winding up of Reorganized Parent, the New Common Stock would rank below all debt claims against Reorganized Parent. As a result, holders of the New Common Stock would not be entitled to receive any payment or other distribution of assets upon the liquidation, dissolution, or winding up of Reorganized Parent until after all applicable holders of debt have been paid in full.



**5. The Reorganized Debtors May Not Be Able to Achieve Projected Financial Results or Service Their Debt.**

Although the Financial Projections represent management's view based on current known facts and assumptions about the future operations of the Reorganized Debtors there is no guarantee that the Financial Projections will be realized. The Reorganized Debtors may not be able to meet their projected financial results or achieve projected revenues and Cash flows assumed in projecting future business prospects. To the extent the Reorganized Debtors do not meet their projected financial results or achieve projected revenues and Cash flows, the Reorganized Debtors may lack sufficient liquidity to continue operating as planned after the Effective Date, may be unable to service their debt obligations as they come due or may not be able to meet their operational needs. Any one of these failures may preclude the Reorganized Debtors from, among other things: (a) taking advantage of future opportunities; (b) growing their businesses; or (c) responding to future changes in the oil and gas industry. Further, a failure of the Reorganized Debtors to meet their projected financial results or achieve projected revenues and cash flows could lead to cash flow and working capital constraints, which constraints may require the Reorganized Debtors to seek additional working capital. The Reorganized Debtors may not be able to obtain such working capital when it is required.

**6. A Small Number of Holders Will Own a Significant Percentage of the New Common Stock.**

Consummation of the Plan will result in a small number of holders owning a significant percentage of the outstanding New Common Stock. Accordingly, these holders may, among other things, have significant influence over the business and affairs of the Reorganized Debtors and have the power to elect directors or managers and approve or disapprove of proposed mergers and other material corporate transactions.

**D. RISK FACTORS THAT COULD NEGATIVELY IMPACT THE DEBTORS' AND REORGANIZED DEBTORS' BUSINESSES AND FINANCIAL CONDITION<sup>12</sup>**

**1. DIP Facility.**

The facility set forth in the DIP Documents is intended to provide letter of credit capacity to the Debtors that, among other things, preserves liquidity to the Debtors during the pendency of the Chapter 11 Cases. If the Chapter 11 Cases take longer than expected to conclude, or in the event of a breach of a milestone or another event of default under the DIP Documents or the Restructuring Support Agreement, which could occur if the Plan is not confirmed on the proposed timeline, the Debtors may exhaust or lose access to the DIP Facility. There is no assurance that they will be able to obtain additional financing from their existing lenders or otherwise. In either such case, the liquidity necessary for the orderly functioning of the Debtors' businesses may be materially impaired.

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<sup>12</sup> Additional risk factors are provided in the Debtors' 10-K, 10K/A, and 10-Q, filed with the SEC on February 28, 2020, June 11, 2020, and August 10, 2020, respectively.

**2. The Debtors' Business Depends on Conditions in the Oil and Gas Industry, Especially Oil and Natural Gas Prices and Capital Expenditures by Oil and Gas Companies.**

The Debtors' business depends on the level of oil and natural gas exploration, development and production activity by oil and gas companies worldwide. The level of exploration, development and production activity is directly affected by trends in oil and natural gas prices, which historically have been volatile and difficult to predict. Oil and natural gas prices are subject to large fluctuations in response to relatively minor changes in supply and demand, economic growth trends, market uncertainty and a variety of other factors beyond their control. Lower oil and natural gas prices generally lead to decreased spending by the Debtors' customers. While higher oil and natural gas prices generally lead to increased spending by the Debtors' customers, sustained high energy prices can also be an impediment to economic growth and can therefore negatively impact spending by those customers. The Debtors' customers may also take into account the volatility of energy prices and other risk factors by requiring higher returns for individual projects if there is higher perceived risk. Any of these factors could significantly affect the demand for oil and natural gas, which could affect the level of capital spending by the Debtors' customers and in turn could have a material effect on the Debtors' results of operations.

The availability of quality drilling prospects, exploration success, relative production costs, expectations about future oil and natural gas demand and prices, the stage of reservoir development, the availability of financing, and political and regulatory environments are also expected to affect levels of exploration, development, and production activity, which would impact the demand for the Debtors' services. Any prolonged reduction of oil and natural gas prices, as well as anticipated declines, could also result in lower levels of exploration, development, and production activity.

Though future and cumulative impacts from COVID-19 are uncertain due to the ongoing and dynamic nature of the circumstances, the Debtors have already experienced disruption to their business and operations. The present market conditions have significantly impacted the Debtors' businesses in recent months. The Debtors' customers have continuously been revising their spending in response to lower commodity prices, and the Debtors in turn have experienced pricing pressure for their products and services. It is difficult to predict the extent to which the COVID-19 pandemic may further negatively affect the Debtors' business, including, without limitation, the Debtors' operating results, financial position and liquidity, the duration of any disruption of the Debtors' business, how and the degree to which the outbreak may impact the Debtors' customers, workforce, supply chain and distribution network, the health of the Debtors' employees, their insurance premiums, costs attributable to the Debtors' emergency measures, payments from customers and uncollectable accounts, limitations on travel, the availability of industry experts and qualified personnel and the market for the Debtors' securities. Any further impact will depend on future developments and new information that may emerge regarding the severity and duration of COVID-19 and the actions taken by authorities to contain it or treat its impact, all of which are beyond the Debtors' control. These potential impacts, while uncertain, could continue to adversely affect global economies and financial markets and result in a persistent economic downturn that could have an adverse effect on the industries in which the Debtors and their customers operate and on the demand for their products and services, their operating results and their future prospects.

The demand for the Debtors' services may be affected by numerous factors, including the following:

- the cost of exploring for, producing and delivering oil and natural gas;
- demand for energy, which is affected by worldwide economic activity, population growth and market expectations regarding future trends;
- the ability of Organization of Petroleum Exporting Countries (OPEC) and other key oil-producing countries to set and maintain production levels for oil;
- the level of excess production capacity;
- the discovery rate of new oil and natural gas reserves;
- domestic and global political and economic uncertainty, socio-political unrest and instability, terrorism or hostilities;
- weather conditions and changes in weather patterns, including summer and winter temperatures that impact demand;
- the availability, proximity and capacity of transportation facilities; oil refining capacity and shifts in end-customer preferences toward fuel efficiency;
- the level and effect of trading in commodity future markets, including trading by commodity price speculators and others;
- demand for and availability of alternative, competing sources of energy;
- the extent to which taxes, tax credits, environmental regulations, auctions of mineral rights, drilling permits, drilling concessions, drilling moratoriums or other governmental regulations, actions or policies affect the production, cost of production, price or availability of petroleum products and alternative energy sources; and
- technological advances affecting energy exploration, production and consumption.

The oil and gas industry has historically experienced periodic downturns, which have been characterized by significantly reduced demand for oilfield services and downward pressure on the prices the Debtors charge. Moreover, weakness in the oil and gas industry may adversely impact the financial position of the Debtors' customers, which in turn could cause them to fail to pay amounts owed to the Debtors in a timely manner or at all. Any of these events could have a material adverse effect on the Debtors' business, results of operations, financial condition and prospects.

### **3. The Credit Risks of the Debtors' Concentrated Customer Base in the Energy Industry Could Result in Operating Losses and Negatively Impact Liquidity.**

The concentration of the Debtors' customer base in the energy industry may impact the Debtors overall exposure to credit risk as customers may be similarly affected by prolonged changes in economic and industry conditions. Some of the Debtors' customers are experiencing financial distress as a result of continued low commodity prices and may be forced to seek

protection under applicable bankruptcy laws. Furthermore, countries that rely heavily upon income from hydrocarbon exports have been negatively and significantly affected by low oil prices, which could affect the Debtors' ability to collect from customers in these countries, particularly national oil companies. Laws in some jurisdictions in which the Debtors operate could make collection difficult or time consuming. The Debtors perform on-going credit evaluations of customers and do not generally require collateral in support of trade receivables. While the Debtors maintain reserves for potential credit losses, the Debtors cannot assure such reserves will be sufficient to meet write-offs of uncollectible receivables or that losses from such receivables will be consistent with the Debtors' expectations. Additionally, in the event of a bankruptcy of any of the Debtors' customers, the Debtors may be treated as an unsecured creditor and may collect substantially less, or none, of the amounts owed to the Debtors by such customer.

**4. Necessary Capital Financing May Not Be Available at Economic Rates or at All.**

Turmoil in the credit and financial markets could adversely affect financial institutions, inhibit lending and limit the Debtors' access to funding through borrowings under their credit facility or obtaining other financing in the public or private capital markets on terms the Debtors believe to be reasonable. Prevailing market conditions could be adversely affected by the ongoing disruptions in domestic or overseas sovereign or corporate debt markets, low commodity prices or other factors impacting the Debtors' business, contractions or limited growth in the economy or other similar adverse economic developments in the U.S. or abroad. Instability in the global financial markets has from time to time resulted in periodic volatility in the capital markets. This volatility could limit the Debtors' access to the credit markets, leading to higher borrowing costs or, in some cases, the inability to obtain financing on terms that are acceptable to the Debtors, or at all. Any such failure to obtain additional financing could jeopardize the Debtors' ability to repay, refinance or reduce their debt obligations, or to meet their other financial commitments.

To the extent any or all of these risks eventuate, the Debtors' ability to provide their customary goods and services and develop their own oil and natural gas properties could be negatively impacted, which could have a material adverse effect on the Debtors' business, financial condition, results of operations, and cash flows.

**5. There are Operating Hazards Inherent in the Oil and Gas Industry that Could Expose the Debtors to Substantial Liabilities.**

The Debtors' operations are subject to hazards inherent in the oil and gas industry that may lead to property damage, personal injury, death or the discharge of hazardous materials into the environment. Many of these events are outside of the Debtors' control. Typically, the Debtors provide products and services at a well site where their personnel and equipment are located together with personnel and equipment of their customer and other service providers. From time to time, personnel are injured or equipment or property is damaged or destroyed as a result of accidents, failed equipment, faulty products or services, failure of safety measures, uncontained formation pressures or other dangers inherent in oil and natural gas exploration, development and production. Any of these events can be the result of human error or purely accidental, and it may be difficult or impossible to definitively determine the ultimate cause of the event or whose personnel or equipment contributed thereto. All of these risks expose the Debtors to a wide range of significant health, safety and environmental risks and potentially substantial litigation claims

for damages. With increasing frequency, the Debtors' products and services are deployed in more challenging exploration, development and production locations. From time to time, customers and third parties may seek to hold the Debtors accountable for damages and costs incurred as a result of an accident, including pollution, even under circumstances where the Debtors believe they did not cause or contribute to the accident. The Debtors' insurance policies are subject to exclusions, limitations and other conditions, and may not protect them against liability for some types of events, including events involving a well blowout, or against losses from business interruption. Moreover, the Debtors may not be able to maintain insurance at levels of risk coverage or policy limits that the Debtors deem adequate or on terms that they deem commercially reasonable. Any damages or losses that are not covered by insurance, or are in excess of policy limits or subject to substantial deductibles or retentions, could adversely affect the Debtors' financial condition, results of operations and cash flows.

**6. The Debtors May not Be Fully Indemnified Against Losses Incurred Due to Catastrophic Events.**

As is customary in the oil and natural gas industry, the Debtors' contracts generally provide that the Debtors will indemnify and hold harmless their customers from any claims arising from personal injury or death of the Debtors' employees, damage to or loss of the Debtors' equipment, and pollution emanating from the Debtors' equipment and services. Similarly, the Debtors' customers generally agree to indemnify and hold the Debtors harmless from any claims arising from personal injury or death of their employees, damage to or loss of their equipment or property, and pollution caused from their equipment or the well reservoir (including uncontained oil flow from a reservoir). The Debtors' indemnification arrangements may not protect them in every case. For example, from time to time the Debtors may enter into contracts with less favorable indemnities or perform work without a contract that protects them. In addition, the Debtors' indemnification rights may not fully protect them if the Debtors cannot prove that they are entitled to be indemnified or if the customer is bankrupt or insolvent, does not maintain adequate insurance or otherwise does not possess sufficient resources to indemnify the Debtors. In addition, the Debtors' indemnification rights may be held unenforceable in some jurisdictions.

The Debtors' customers' changing views on risk allocation could cause the Debtors to accept greater risk to win new business or could result in the Debtors losing business if they are not prepared to take such risks. To the extent that the Debtors accept such additional risk, and insure against it, their insurance premiums could rise.

**7. The Debtors Are Sometimes Subject to Various Claims, Litigation and Other Proceedings that Could Ultimately Be Resolved Against Them, Requiring Material Future Cash Payments or Charges, Which Could Impair Their Financial Condition or Results of Operations.**

The size, nature and complexity of the Debtors' business make them susceptible to various claims, both in litigation and binding arbitration proceedings. The Debtors may in the future become subject to various claims, which, if not resolved within amounts they have accrued, could have a material adverse effect on their financial position, results of operations or cash flows. Similarly, any claims, even if fully indemnified or insured, could negatively impact the Debtors' reputation among their customers and the public, and make it more difficult for the Debtors to compete effectively or obtain adequate insurance in the future.

## **8. The Credit Risks of the Debtors' Customer Base Could Result in Losses.**

Many of the Debtors' customers are oil and gas companies that are facing liquidity constraints in light of the current commodity price environment. These customers impact the Debtors' overall exposure to credit risk as they are also affected by prolonged changes in economic and industry conditions. If a significant number of the Debtors' customers experience a prolonged business decline or disruptions, the Debtors may incur increased exposure to credit risk and bad debts.

## **9. The Debtors are Subject to Environmental and Worker Health and Safety Laws and Regulations, Which Could Reduce Their Business Opportunities and Revenue, and Increase Their Costs and Liabilities.**

The Debtors' business is significantly affected by a wide range of environmental and worker health and safety laws and regulations in the areas in which they operate, including increasingly rigorous environmental laws and regulations governing air emissions, water discharges and waste management. Generally, these laws and regulations have become more stringent and have sought to impose greater liability on a larger number of potentially responsible parties. The Macondo well explosion in 2010 resulted in additional regulation of the Debtors' offshore operations, and similar onshore or offshore accidents in the future could result in additional increases in regulation. Failure to comply with these laws and regulations may result in a variety of administrative, civil and criminal enforcement measures, including assessment of monetary penalties, imposition of remedial requirements and issuance of injunctions as to future compliance.

Environmental laws and regulations may provide for "strict liability" for remediation costs, damages to natural resources or threats to public health and safety as a result of the Debtors' conduct that was lawful at the time it occurred or the conduct of, or conditions caused by, prior owners or operators or other third parties. Strict liability can render a party liable for damages without regard to negligence or fault on the part of the party. Some environmental laws provide for joint and several strict liability for remediation of spills and releases of hazardous substances. For example, the Debtors' well service and fluids businesses routinely involve the handling of significant amounts of waste materials, some of which are classified as hazardous substances. The Debtors also store, transport and use radioactive and explosive materials in certain of their operations. In addition, many of the Debtors' current and former facilities are, or have been, used for industrial purposes. Accordingly, the Debtors could become subject to material liabilities relating to the containment and disposal of hazardous substances, oilfield waste and other waste materials, the use of radioactive materials, the use of underground injection wells, and to claims alleging personal injury or property damage as the result of exposures to, or releases of, hazardous substances. In addition, stricter enforcement of existing laws and regulations, new domestic or foreign laws and regulations, the discovery of previously unknown contamination or the imposition of new or increased requirements could require the Debtors to incur costs or become the basis of new or increased liabilities that could reduce the Debtors' earnings and their cash available for operations.



**10. Climate Change Legislation or Regulations Restricting Emissions of Greenhouse Gases (GHGs) Could Result in Increased Operating Costs and Reduced Demand for the Oil and Natural Gas the Debtors' Customers Produce.**

Increasing concerns that emissions of carbon dioxide, methane and other greenhouse gases (GHGs) may endanger public health and produce climate changes with significant physical effects, such as increased frequency and severity of storms, floods, droughts and other climatic events, have drawn significant attention from government agencies and environmental advocacy groups. In response, additional costly requirements and restrictions have been imposed on the oil and gas industry to regulate and reduce the emission of GHGs.

Specifically, the EPA has adopted regulations under existing provisions of the federal Clean Air Act (CAA) which increase operational costs by requiring the monitoring and annual reporting of GHG emissions from oil and gas production, processing, transmission and storage facilities in the United States. Although, the U.S. Congress has considered legislation to reduce emissions of GHGs, significant legislation has not yet been adopted to reduce GHG emissions at the federal level. In the absence of such federal climate legislation, a number of state and regional efforts have emerged that are aimed at tracking and/or reducing GHG emissions through the completion of GHG emissions inventories and through cap and trade programs that typically require major sources of GHG emissions to acquire and surrender emission allowances in return for emitting GHGs. Given the long-term trend towards increasing regulation, future federal GHG regulations of the oil and gas industry remain a possibility. Additionally, in December 2015, the United States joined the international community at the 21st Conference of the Parties of the United Nations Framework Convention on Climate Change in Paris, France that proposed an agreement requiring member countries to review and “represent a progression” in their intended nationally determined contributions, which set GHG emission reduction goals every five years beginning in 2020. This agreement was signed by the United States in April 2016 and entered into force in November 2016. The United States is one of over 120 nations having ratified or otherwise consented to the agreement; however this agreement does not create any binding obligations for nations to limit their GHG emissions, but rather includes pledges to voluntarily limit or reduce future emissions. In June 2017, President Trump announced that the United States intended to withdraw from the Paris Agreement and to seek negotiations either to reenter the Paris Agreement on different terms or a separate agreement. In August 2017, the U.S. Department of State officially informed the United Nations of the intent of the United States to withdraw from the Paris Agreement. The Paris Agreement provides for a four-year exit process beginning when it took effect in November 2016, which would result in an effective exit date of November 2020. The United States' adherence to the exit process and/or the terms on which the United States may reenter the Paris Agreement or a separately negotiated agreement are unclear at this time.

In addition to governmental regulations, the Debtors' customers are also requiring additional equipment upgrades to address the growing concerns of GHG emission and climate change which result in higher operational costs for service providers such as the Debtors. Despite taking additional measures to reduce GHG emissions, there is the possibility that the demand for fossil fuels may nevertheless decrease due to such concerns.

At this stage, the Debtors cannot predict the impact of these or other initiatives on them or their customers' operations, nor can they predict whether, or which of, other currently pending



greenhouse gas emission proposals will be adopted, or what other actions may be taken by domestic or international regulatory bodies. The potential passage of climate change regulation may curtail production and demand for fossil fuels such as oil and gas in areas of the world where the Debtors' customers operate and thus adversely affect future demand for the Debtors' products and services, which may in turn adversely affect future results of operations.

**11. Adverse and Unusual Weather Conditions May Affect the Debtors' Operations.**

Our operations may be materially affected by severe weather conditions in areas where the Debtors operate. Severe weather, such as hurricanes, high winds and seas, blizzards and extreme temperatures may cause evacuation of personnel, curtailment of services and suspension of operations, inability to deliver materials to jobsites in accordance with contract schedules, loss of or damage to equipment and facilities and reduced productivity. In addition, variations from normal weather patterns can have a significant impact on demand for oil and natural gas, thereby reducing demand for the Debtors' services and equipment.

**12. The Debtors' Inability to Retain Key Employees and Skilled Workers Could Adversely Affect Their Operations.**

The Debtors' performance could be adversely affected if they are unable to retain certain key employees and skilled technical personnel. The Debtors' ability to continue to expand the scope of their services and products depends in part on their ability to increase the size of their skilled labor force. The loss of the services of one or more of the Debtors' key employees or the inability to employ or retain skilled technical personnel could adversely affect their operating results. In the past, the demand for skilled personnel has been high and the supply limited. The Debtors' have experienced increases in labor costs in recent years and may continue to do so in the future.

**13. The Debtors' International Operations and Revenue Are Affected by Political, Economic and Other Uncertainties Worldwide.**

In 2019, the Debtors conducted business in more than 50 countries. The Debtors' international operations are subject to varying degrees of regulation in each of the foreign jurisdictions in which they provide services. Local laws and regulations, and their interpretation and enforcement, differ significantly among those jurisdictions, and can change significantly over time. Future regulatory, judicial and legislative changes or interpretations may have a material adverse effect on the Debtors' ability to deliver services within various foreign jurisdictions.

In addition to these international regulatory risks, the Debtors' international operations are subject to a number of other risks inherent in any business operating in foreign countries, including, but not limited to, the following:

- political, social and economic instability;
- potential expropriation, seizure or nationalization of assets; inflation; deprivation of contract rights;

- increased operating costs; inability to collect receivables and longer receipt of payment cycles;
- civil unrest and protests, strikes, acts of terrorism, war or other armed conflict;
- import-export quotas or restrictions, including tariffs and the risk of fines or penalties assessed for violations;
- confiscatory taxation or other adverse tax policies;
- currency exchange controls;
- currency exchange rate fluctuations, devaluations and conversion restrictions;
- potential submission of disputes to the jurisdiction of a foreign court or arbitration panel;
- pandemics or epidemics that disrupt the Debtors' ability to transport personnel or equipment;
- embargoes or other restrictive governmental actions that could limit the Debtors' ability to operate in foreign countries;
- additional U.S. and other regulation of non-domestic operations, including regulation under the Foreign Corrupt Practices Act (the FCPA) as well as other anti-corruption laws;
- restrictions on the repatriation of funds;
- limitations in the availability, amount or terms of insurance coverage;
- the risk that the Debtors' international customers may have reduced access to credit because of higher interest rates, reduced bank lending or a deterioration in their customers' or their lenders' financial condition;
- the burden of complying with multiple and potentially conflicting laws and regulations;
- the imposition of unanticipated or increased environmental and safety regulations or other forms of public or governmental regulation that increase the Debtors' operating expenses;
- complications associated with installing, operating and repairing equipment in remote locations;
- the geographic, time zone, language and cultural differences among personnel in different areas of the world; and
- challenges in staffing and managing international operations.

These and the other risks outlined above could cause us to curtail or terminate operations, result in the loss of personnel or assets, disrupt financial and commercial markets and generate greater political and economic instability in some of the geographic areas in which the Debtors operate. International areas where the Debtors operate that have significant risk include the Middle East, Indonesia, Nigeria and Angola.

**14. Laws, Regulations or Practices in Foreign Countries Could Materially Restrict the Debtors' Operations or Expose them to Additional Risks.**

In many countries around the world where the Debtors do business, all or a significant portion of the decision making regarding procuring their services and products is controlled by state-owned oil companies. State-owned oil companies or prevailing laws may (i) require the Debtors to meet local content or hiring requirements or other local standards, (ii) restrict with whom the Debtors can contract or (iii) otherwise limit the scope of operations that the Debtors can legally or practically conduct. The Debtors' inability or failure to meet these requirements, standards or restrictions may adversely impact their operations in those countries. In addition, the Debtors' ability to work with state-owned oil companies is subject to the Debtors' ability to negotiate and agree upon acceptable contract terms, and to enforce those terms. In addition, many state-owned oil companies may require integrated contracts or turnkey contracts that could require the Debtors to provide services outside their core businesses. Providing services on an integrated or turnkey basis generally requires the Debtors to assume additional risks.

Moreover, in order to effectively compete in certain foreign jurisdictions, it is frequently necessary or required to establish joint ventures or strategic alliances with local contractors, partners or agents. In certain instances, these local contractors, partners or agents may have interests that are not always aligned with those of the Debtors. Reliance on local contractors, partners or agents could expose the Debtors to the risk of being unable to control the scope or quality of their overseas services or products, or being held liable under the FCPA, or other anti-corruption laws for actions taken by the Debtors' strategic or local contractors, partners or agents even though these contractors, partners or agents may not themselves be subject to the FCPA or other applicable anti-corruption laws. Any determination that the Debtors have violated the FCPA or other anti-corruption laws could have a material adverse effect on their business, results of operations, reputation or prospects.

**15. Changes in Tax Laws or Tax Rates, Adverse Positions Taken by Taxing Authorities and Tax Audits Could Impact the Debtors' Operating Results.**

The Debtors are subject to the jurisdiction of a significant number of domestic and foreign taxing authorities. Changes in tax laws or tax rates, the resolution of tax assessments or audits by various tax authorities could impact the Debtors' operating results. In addition, the Debtors may periodically restructure their legal entity organization. If taxing authorities were to disagree with the Debtors' tax positions in connection with any such restructurings, the Debtors' effective income tax rate could be impacted. The final determination of the Debtors' income tax liabilities involves the interpretation of local tax laws, tax treaties and related authorities in each taxing jurisdiction, as well as the significant use of estimates and assumptions regarding future operations and results and the timing of income and expenses. The Debtors may be audited and receive tax assessments from taxing authorities that may result in assessment of additional taxes that are ultimately resolved with the authorities or through the courts. The Debtors believe these

assessments may occasionally be based on erroneous and even arbitrary interpretations of local tax law. Resolution of any tax matter involves uncertainties and there are no assurances that the outcomes will be favorable. If the U.S. or other foreign tax authorities change applicable tax laws, the Debtors' overall taxes could increase, and their business, financial condition or results of operating may be adversely impacted.

**16. If the Debtors Are Not Able to Design, Develop, and Produce Commercially Competitive Products and to Implement Commercially Competitive Services in a Timely Manner in Response to Changes in the Market, Customer Requirements, Competitive Pressures, and Technology Trends, Their Business and Results of Operations Could be Materially and Adversely Affected.**

The market for oilfield services in which the Debtors operate is highly competitive and includes numerous small companies capable of competing effectively in their markets on a local basis, as well as several large companies that possess substantially greater financial resources than the Debtors do. Contracts are traditionally awarded on the basis of competitive bids or direct negotiations with customers.

The market for the Debtors' services and products is characterized by continual technological developments to provide better and more reliable performance and services. If the Debtors are not able to design, develop, and produce commercially competitive products and to implement commercially competitive services in a timely manner in response to changes in the market, customer requirements, competitive pressures, and technology trends, the Debtors' business and consolidated results of operations could be materially and adversely affected. Likewise, if the Debtors' proprietary technologies, equipment, facilities, or work processes become obsolete, the Debtors may no longer be competitive, and their business and results of operations could be materially and adversely affected. In addition, the Debtors may be disadvantaged competitively and financially by a significant movement of exploration and production operations to areas of the world in which they are not currently active.

**17. The Debtors are Affected by Global Economic Factors and Political Events.**

Our financial results depend on demand for the Debtors' services and products in the U.S. and the international markets in which they operate. Declining economic conditions, or negative perceptions about economic conditions, could result in a substantial decrease in demand for the Debtors' services and products. World political events could also result in further U.S. military actions, terrorist attacks and related unrest. Military action by the U.S. or other nations could escalate and further acts of terrorism may occur in the U.S. or elsewhere. Such acts of terrorism could lead to, among other things, a loss of the Debtors' investment in the country, impairment of the safety of their employees, extortion or kidnapping, and impairment of the Debtors' ability to conduct their operations. Such developments have caused instability in the world's financial and insurance markets in the past, and many experts believe that a confluence of worldwide factors could result in a prolonged period of economic uncertainty and slow growth in the future. In addition, any of these developments could lead to increased volatility in prices for oil and gas and could affect the markets for the Debtors' products and services. Insurance premiums could also increase and coverages may be unavailable.

Uncertain economic conditions and instability make it particularly difficult for the Debtors to forecast demand trends. The timing and extent of any changes to currently prevailing market conditions is uncertain and may affect demand for many of the Debtors' services and products. Consequently, the Debtors may not be able to accurately predict future economic conditions or the effect of such conditions on demand for the Debtors' services and products and their results of operations or financial condition.

**18. The Debtors' Operations May be Subject to Cyber-attacks that Could Have an Adverse Effect on their Business Operations.**

Like most companies, the Debtors rely heavily on information technology networks and systems, including the Internet, to process, transmit and store electronic information, to manage or support a variety of the Debtors' business operations, and to maintain various records, which may include information regarding their customers, employees or other third parties, and the integrity of these systems are essential for us to conduct their business and operations. The Debtors make significant efforts to maintain the security and integrity of these types of information and systems (and maintain contingency plans in the event of security breaches or system disruptions). However, the Debtors cannot provide assurance that their security efforts and measures will prevent security threats from materializing, unauthorized access to their systems, loss or destruction of data, account takeovers, or other forms of cyber-attacks or similar events, whether caused by mechanical failures, human error, fraud, malice, sabotage or otherwise. Cyber-attacks include, but are not limited to, malicious software, attempts to gain unauthorized access to data, unauthorized release of confidential or otherwise protected information and corruption of data. The frequency, scope and sophistication of cyber-attacks continue to grow, which increases the possibility that the Debtors' security measures will be unable to prevent their systems' improper functioning or the improper disclosure of proprietary information. Any failure of the Debtors' information or communication systems, whether caused by attacks, mechanical failures, natural disasters or otherwise, could interrupt their operations, damage their reputation, or subject them to claims, any of which could materially adversely affect them.

**19. The Debtors Depend on Particular Suppliers and Are Vulnerable to Product Shortages and Price Increases.**

Some of the materials that the Debtors use are obtained from a limited group of suppliers. The Debtors' reliance on these suppliers involves several risks, including price increases, inferior quality and a potential inability to obtain an adequate supply in a timely manner. The Debtors do not have long-term contracts with most of these sources, and the partial or complete loss of certain of these sources could have a negative impact on the Debtors' results of operations and could damage their customer relationships. Further, a significant increase in the price of one or more of these materials could have a negative impact on the Debtors' results of operations.

**20. Estimates of the Debtors' Potential Liabilities Relating to their Oil and Natural Gas Property May be Incorrect.**

Actual abandonment expenses may vary substantially from those estimated by the Debtors and any significant variance in these assumptions could materially affect the estimated liability recorded in the Debtors' consolidated financial statements. Therefore, the risk exists that the Debtors may underestimate the cost of plugging wells and abandoning production facilities. If

costs of abandonment are materially greater than the Debtors' estimates, this could have an adverse effect on their financial condition, results of operations and cash flows.

**21. Potential Changes of Bureau of Ocean Energy Management Security and Bonding Requirements for Offshore Platforms Could Impact the Debtors' Operating Cash Flows and Results of Operations.**

Federal oil and natural gas leases contain standard terms and require compliance with detailed Bureau of Safety and Environmental Enforcement (BSEE) and BOEM regulations and orders issued pursuant to various federal laws, including the Outer Continental Shelf Lands Act. In 2016 BOEM undertook a review of its historical policies and procedures for determining a lessee's ability to decommission platforms on the Outer Continental Shelf and whether lessees should furnish additional security, and in July 2016, BOEM issued a new Notice to Lessees requiring additional security for decommissioning activities. In January 2017, BOEM extended the implementation timeline for properties with co-lessees by an additional six months, and in June 2017 announced that the Notice to Lessees would be stayed while BOEM continued to review its implementation issues and continued industry engagement to gather additional information on the financial assurance program. The Debtors cannot predict whether these laws and regulations may change in the future, particularly in connection with the transition of presidential administrations.

During the second half of 2016, BSEE increased its estimates of many offshore operator's decommissioning costs, including the decommissioning costs at the Debtors' sole federal offshore oil and gas property, in which the Debtors' subsidiary owns a 51% non-operating interest. In October 2016, BOEM sent an initial proposal letter to the operator of the oil and gas property, proposing an increase in the supplemental bonding requirement for the property's sole fixed platform that was eight to ten times higher than the revised supplemental bonding requirement requested for any other deep-water fixed platform in the U.S. Gulf of Mexico. Both the operator and the Debtors' subsidiary submitted formal dispute notices, asserting that the estimates in the October 2016 proposal letter may be based on erroneous or arbitrary estimates of the potential decommissioning costs, and requesting in-person meetings to discuss the estimate. The Debtors asked that BSEE and BOEM reduce the estimate to an amount that more closely approximates actual decommissioning costs, consistent with estimates identified by BSEE and BOEM for similar deep-water platforms. BSEE and BOEM have not yet responded to the Debtors' dispute notice. If BOEM ultimately issues a formal order and the Debtors are unable to obtain the additional required bonds or assurances, BOEM may suspend or cancel operations at the oil and gas property or otherwise impose monetary penalties. Any of these actions could have a material adverse effect on the Debtors' financial condition, operating cash flows and liquidity.

## **VI.**

### **SOLICITATION AND VOTING PROCEDURES**

#### **A. SOLICITATION PROCEDURES**

Each Holder of Prepetition Notes Claims and General Unsecured Claims against the Parent as of December 3, 2020 (the "**Voting Record Date**") is entitled to vote to accept or reject the Plan and shall receive the Solicitation Package (as defined below) in accordance with the solicitation procedures described herein.



The discussion of the procedures below is a summary of the solicitation and voting process. Detailed voting instructions will be provided with each ballot.

**PLEASE REFER TO THE INSTRUCTIONS ACCOMPANYING THE BALLOTS  
FOR MORE INFORMATION REGARDING VOTING  
REQUIREMENTS TO ENSURE THAT YOUR BALLOT IS PROPERLY  
AND TIMELY SUBMITTED SUCH THAT YOUR VOTE MAY BE COUNTED.**

### **1. The Voting and Claims Agent**

The Debtors have sought authority to retain Kurtzman Carson Consultants LLC (“**KCC**”) to, among other things, act as Voting and Claims Agent.

Specifically, the Voting and Claims Agent will assist the Debtors with: (a) mailing notices of the Confirmation Hearing for the Plan; (b) mailing Solicitation Packages (as described below); (c) soliciting votes on the Plan; (d) receiving, tabulating, and reporting on Ballots cast for or against the Plan by Holders of Claims against the Debtors; (e) responding to inquiries from creditors and stakeholders relating to the Plan, the Disclosure Statement, the Ballots and matters related thereto, including, without limitation, the procedures and requirements for voting to accept or reject the Plan and objecting to the Plan; and (f) if necessary, contacting creditors regarding the Plan and their Ballots.

### **2. Contents of the Solicitation Package**

The following documents and materials will collectively constitute the Solicitation Package:

- a cover letter from the Debtors explaining the solicitation process and urging Holders of Claims in the Voting Classes to vote to accept the Plan;
- this Disclosure Statement (and exhibits annexed thereto, including the Plan); and
- to the extent applicable, a Ballot(s), appropriate for the specific creditor (as may be modified for particular classes and with instruction attached thereto).

## **B. VOTING PROCEDURES**

Before voting to accept or reject the Plan, each eligible Holder of Prepetition Notes Claims and each Holder of General Unsecured Claims against the Parent as of the Voting Record Date (each a “**Voting Holder**”) should carefully review the Plan attached hereto as Exhibit A. All descriptions of the Plan set forth in this Disclosure Statement are subject to the terms and conditions of the Plan.



## 1. Voting Deadline

All Voting Holders have been sent (or will be sent) a Ballot together with this Disclosure Statement. Such Holders should read the Ballot carefully and follow the instructions contained therein. Please use only the Ballot that accompanies this Disclosure Statement to cast your vote. Special procedures are set forth below for Holders of securities through a broker, dealer, commercial bank, trust company, or other agent or nominee (“**Nominee**”).

ONLY ELIGIBLE HOLDERS (AS DEFINED BELOW) OF PREPETITION NOTES CLAIMS ARE ENTITLED TO VOTE PRIOR TO THE PETITION DATE.

IF YOU ARE A VOTING HOLDER OF ALLOWED PREPETITION NOTES CLAIMS OR A VOTING HOLDER OF ALLOWED GENERAL UNSECURED CLAIMS AGAINST THE PARENT, FOR YOUR VOTE TO BE COUNTED, YOUR VOTE MUST BE RECEIVED BY THE VOTING AND CLAIMS AGENT ON OR BEFORE THE VOTING DEADLINE OF 5:00 P.M., PREVAILING CENTRAL TIME, ON JANUARY 8, 2021, UNLESS EXTENDED BY THE DEBTORS WITH THE CONSENT OF THE REQUIRED CONSENTING NOTEHOLDERS.

BENEFICIAL HOLDERS OF PREPETITION NOTES MUST RETURN THEIR BALLOT TO THEIR NOMINEE(S). SUCH HOLDERS SHOULD FOLLOW THE INSTRUCTIONS PROVIDED BY THEIR NOMINEE FOR RETURN OF THEIR BENEFICIAL HOLDER BALLOT TO SUCH NOMINEE. BENEFICIAL HOLDERS OF PREPETITION NOTES CLAIMS MUST RETURN THEIR BALLOT(S) TO THEIR NOMINEE(S) WITH SUFFICIENT TIME FOR THEM TO PROCESS IT AND RETURN THE MASTER BALLOT TO THE VOTING AND CLAIMS AGENT BEFORE THE VOTING DEADLINE.

IF A BALLOT IS DAMAGED OR LOST, YOU MAY CONTACT THE VOTING AND CLAIMS AGENT AT THE NUMBER SET FORTH BELOW TO RECEIVE A REPLACEMENT BALLOT. ANY BALLOT THAT IS EXECUTED AND RETURNED BUT WHICH DOES NOT INDICATE A VOTE FOR ACCEPTANCE OR REJECTION OF THE PLAN WILL NOT BE COUNTED.

IF YOU HAVE ANY QUESTIONS CONCERNING THE VOTING PROCEDURES, YOU MAY CONTACT THE VOTING AND CLAIMS AGENT AT:

Superior Energy Services Balloting Center  
c/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300,  
El Segundo, CA 90245  
Tel: (888) 802-7207 (U.S./Canada) or (781) 575-2107 (international)

Questions (but not documents) may be directed to [superiorenergyinfo@kccllc.com](mailto:superiorenergyinfo@kccllc.com) (please reference “Superior” in the subject line).

Additional copies of this Disclosure Statement are available upon request made to the Voting and Claims Agent, at the telephone numbers or e-mail address set forth immediately above.

## 2. Voting Instructions

Under the Plan, Holders of Claims in the Voting Classes are entitled to vote to accept or reject the Plan. Those Holders may so vote by completing the applicable Ballot and following the instructions on such Ballot so that the Ballot is actually received by the Voting and Claims Agent prior to the Voting Deadline. Each Ballot will also allow Holders of Claims to opt-out of the Third Party Releases set forth in Article X of the Plan. Any Holder of Claims that opts out of the Third Party Release will not receive a Debtor Release or the Third Party Releases from the Releasing Parties.

**PLEASE REFER TO THE INSTRUCTIONS ATTACHED TO THE BALLOTS THAT YOU HAVE RECEIVED FOR MORE DETAILED INFORMATION REGARDING THE VOTING REQUIREMENTS, RULES AND PROCEDURES APPLICABLE TO VOTING YOUR CLAIM.**

To be counted as votes to accept or reject the Plan, all Ballots, pre-validated Beneficial Holder Ballots and Master Ballots (as defined below), as applicable, (all of which will clearly indicate the appropriate return address) must be properly executed, completed, dated and delivered according to the instructions contained thereon, so that they are **actually received** on or before the Voting Deadline by the Voting and Claims Agent at the following address:

Superior Energy Services Balloting Center  
c/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300,  
El Segundo, CA 90245

If you have any questions on the procedures for voting on the Plan, please call the Voting and Claims Agent at: (888) 802-7207 (Toll Free) (781) 575-2107 (International)

### 3. Voting Procedures

The Debtors are providing the Solicitation Packages, prepetition, to Eligible Holders of the Prepetition Notes Claims, which are defined as Holders who certified that they are (i) located inside the United States and are (a) “qualified institutional buyers” (as defined in Rule 144A under the Securities Act) or (b) “accredited investors” (as defined in Rule 501(a) of Regulation D under the Securities Act) or (ii) located outside the United States and are persons other than “U.S. persons” (as defined in Rule 902 under the Securities Act) (each an “**Eligible Holder**”). Postpetition, the Debtors intend to provide Solicitation Packages to Voting Holders of Prepetition Notes Claims that are not Eligible Holders and Voting Holders of the General Unsecured Claims against the Parent. Voting Holders may include Nominees. If such entities do not hold Prepetition Notes Claims for their own account, they must provide copies of the Solicitation Package to their customers that are the Voting Holders thereof as of the Voting Record Date. Any Voting Holder of Prepetition Notes Claims who has not received a Ballot should contact his, her, or its Nominee, or the Voting and Claims Agent.

Holders of Prepetition Notes Claims and/or General Unsecured Claims against the Parent should provide all of the information requested by the Ballot. Holders of Prepetition Notes Claims and/or General Unsecured Claims against the Parent should complete and return all Ballots received in accordance with the detailed instructions on each Ballot.

The applicable Prepetition Notes Indenture Trustee under the Prepetition Notes Indenture will not vote on behalf of its respective holders of Prepetition Notes Claims. Holders of the Prepetition Notes Claims must submit their own Ballot to their respective Nominees.

### 4. Parties Entitled to Vote

Under the Bankruptcy Code, only holders of claims or interests in “impaired” classes are entitled to vote on a plan. Under section 1124 of the Bankruptcy Code, a class of claims or interests is deemed to be “impaired” under a plan unless: (i) the plan leaves unaltered the legal, equitable, and contractual rights to which such claim or interest entitles the holder thereof; or (ii) notwithstanding any legal right to an accelerated payment of such claim or interest, the plan cures all existing defaults (other than defaults resulting from the occurrence of events of bankruptcy) and reinstates the maturity of such claim or interest as it existed before the default.

If, however, the holder of an impaired claim or interest will not receive or retain any distribution under the plan on account of such claim or interest, the Bankruptcy Code deems such holder to have rejected the plan, and, accordingly, holders of such claims and interests do not actually vote on the plan. If a claim or interest is not impaired by the plan, the Bankruptcy Code deems the holder of such claim or interest to have accepted the plan and, accordingly, holders of such claims and interests are not entitled to vote on the plan.

A vote may be disregarded if the Bankruptcy Court determines, pursuant to section 1126(e) of the Bankruptcy Code, that it was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code.

The Bankruptcy Code defines “acceptance” of a plan by a class of claims as acceptance by creditors in that class that hold at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the claims that cast ballots for acceptance or rejection of the plan.

Pursuant to section 1126(d) of the Bankruptcy Code and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an impaired class of claims has accepted a plan if the holders of at least two-thirds (2/3) in amount of the allowed claims in such class actually have voted to accept the plan.

As previously discussed, the Claims entitled to vote to accept or reject the Plan are those in Classes 5, 6, and 7.

(a) Classes 5 and 7 – Prepetition Notes Claims

(1) Beneficial Holders

A Voting Holder who holds Prepetition Notes Claims as a record holder in its own name should vote on the Plan by completing and signing a Ballot (a “**Beneficial Holder Ballot**”) and returning it to their Nominee in sufficient time to permit the Nominee to deliver a Master Ballot incorporating the vote cast on the Beneficial Holder Ballot to the Voting and Claims Agent so as to be **actually received** by the Voting and Claims Agent on or before the Voting Deadline.

Any Beneficial Holder Ballot returned to a Nominee by a Voting Holder will not be counted for purposes of acceptance or rejection of the Plan until such Nominee properly completes and delivers to the Voting and Claims Agent a Master Ballot (along with copies of the Beneficial Holder Ballots), incorporating the vote of such Voting Holder.

If any Voting Holder owns the Prepetition Notes Claims through more than one Nominee, such Voting Holder may receive multiple mailings containing the Beneficial Holder Ballots. The Voting Holder should execute a separate Beneficial Holder Ballot for each block of the Prepetition Notes Claims that it holds through any particular Nominee and return each Beneficial Holder Ballot to the respective Nominee in accordance with the instructions provided therewith. Voting Holders who execute multiple Beneficial Holder Ballots with respect to the Prepetition Notes Claims in a single class held through more than one Nominee must indicate on each Beneficial Holder Ballot the names of all such other Nominees and the additional amounts of such Prepetition Notes Claims so held and voted.

(2) Nominees

A Nominee that, on the Voting Record Date, is the record holder of the Prepetition Notes Claims for one or more Voting Holders can obtain the votes of the Voting Holders of such Prepetition Notes Claims, consistent with customary practices for obtaining the votes of securities held in “street name,” as described below:

- Master Ballots

The Nominee will obtain the votes of Voting Holders by forwarding to the Voting Holders (a) the unsigned Beneficial Holder Ballots, together with this Disclosure Statement and other materials requested to be forwarded, (b) a return envelope addressed to the Nominee, if applicable or otherwise provide customary return instructions; and (c) clear instructions stating that Beneficial Holders must return their Beneficial Holder Ballot directly to the Nominee so that it is **actually received** by the Nominee with enough time for the Nominee to return the Master Ballot (along with copies of Beneficial Holder Ballots) to the Voting and Claims Agent so it is **actually received**

by the Voting and Claims Agent on or before the Voting Deadline. Each such Voting Holder must then indicate his, her, or its vote on the Beneficial Holder Ballot, complete the information requested on the Beneficial Holder Ballot, review the certifications contained on the Beneficial Holder Ballot, execute the Beneficial Holder Ballot, and return the Beneficial Holder Ballot to the Nominee. After collecting the Beneficial Holder Ballots, the Nominee should, in turn, complete a master ballot (the “**Master Ballot**”) compiling the votes and other information from the Beneficial Holder Ballots, execute the Master Ballot, and deliver the Master Ballot (along with copies of the Beneficial Holder Ballots) to the Voting and Claims Agent so that it is ACTUALLY RECEIVED by the Voting and Claims Agent on or before the Voting Deadline. All original Beneficial Holder Ballots returned by Voting Holders should either be forwarded to the Voting and Claims Agent (along with the Master Ballot) or retained by Nominees for inspection for at least one year from the Voting Deadline.

EACH NOMINEE SHOULD ADVISE ITS VOTING HOLDERS TO RETURN THEIR BENEFICIAL HOLDER BALLOTS TO THE NOMINEE BY A DATE CALCULATED BY THE NOMINEE TO ALLOW IT TO PREPARE AND RETURN THE MASTER BALLOT TO THE VOTING AND CLAIMS AGENT SO THAT IT IS ACTUALLY RECEIVED BY THE VOTING AND CLAIMS AGENT ON OR BEFORE THE VOTING DEADLINE.

(b) Class 6 – General Unsecured Claims Against Parent

(1) Holders

A Voting Holder who holds General Unsecured Claims against the Parent should vote on the Plan by completing and signing a Ballot that has been or will be delivered to all known Holders of General Unsecured Claims against the Parent and returning it directly to the Voting and Claims Agent on or before the Voting Deadline using the enclosed self-addressed postage-paid envelope, in accordance with the instructions on the Class 6 Ballot.

**5. Miscellaneous**

All Ballots must be signed by the Holder of record of the Prepetition Notes Claims or the General Unsecured Claims against the Parent, as applicable, or any person who has obtained a properly completed Ballot proxy from the record Holder of the Prepetition Notes Claims, on such date. For purposes of voting to accept or reject the Plan, the eligible Holders of the Prepetition Notes Claims and General Unsecured Claims against the Parent will be deemed to be the “holders” of the claims represented by such Prepetition Notes Claims or General Unsecured Claims against the Parent. Unless otherwise ordered by the Bankruptcy Court, Ballots that are signed, dated, and timely received, but on which a vote to accept or reject the Plan has not been indicated, will not be counted. The Debtors, in their sole discretion, may request that the Voting and Claims Agent attempt to contact such voters to cure any such defects in the Ballots. Any Ballot marked to both accept and reject the Plan will not be counted. If you return more than one Ballot voting different Prepetition Notes Claims or General Unsecured Claims against the Parent, the Ballots are not voted in the same manner, and you do not correct this before the Voting Deadline, those Ballots will not be counted. An otherwise properly executed Ballot (other than a Master Ballot) that attempts to partially accept and partially reject the Plan will likewise not be counted.

The Ballots provided to Voting Holders will reflect the principal amount of such Voting Holder's Claim; however, when tabulating votes, the Voting and Claims Agent may adjust the amount of such Voting Holder's Claim by multiplying the principal amount by a factor that reflects all amounts accrued between the Voting Record Date and the Petition Date including, without limitation, interest.

Nominees are authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with their customary practices, including the use of a "voting instruction form" in lieu of (or in addition to) a Beneficial Owner Ballot, as well as collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means.

Under the Bankruptcy Code, for purposes of determining whether the requisite votes for acceptance have been received, only Holders of the Prepetition Notes Claims or General Unsecured Claims against the Parent, as applicable, who actually vote will be counted. The failure of a Holder to deliver a duly executed Ballot to the Voting and Claims Agent or its Nominee, as applicable will be deemed to constitute an abstention by such Holder with respect to voting on the Plan and such abstentions will not be counted as votes for or against the Plan.

Except as provided below, unless the Ballot is timely submitted to the Voting and Claims Agent before the Voting Deadline together with any other documents required by such Ballot, the Debtors may, in their sole discretion, reject such Ballot as invalid, and therefore decline to utilize it in connection with seeking confirmation of the Plan.

## **6. Fiduciaries and Other Representatives**

If a Beneficial Holder Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or another, acting in a fiduciary or representative capacity, such person should indicate such capacity when signing and, if requested, must submit proper evidence satisfactory to the Debtors of authority to so act. Authorized signatories should submit the separate Beneficial Holder Ballot of each Eligible Holder for whom they are voting.

UNLESS THE BALLOT OR THE MASTER BALLOT IS SUBMITTED TO THE VOTING AND CLAIMS AGENT ON OR PRIOR TO THE VOTING DEADLINE, SUCH BALLOT WILL BE REJECTED AS INVALID AND WILL NOT BE COUNTED AS AN ACCEPTANCE OR REJECTION OF THE PLAN; *PROVIDED, HOWEVER*, THAT THE DEBTORS RESERVE THE RIGHT, WITH THE CONSENT OF THE REQUIRED CONSENTING NOTEHOLDERS, TO REQUEST THE BANKRUPTCY COURT TO ALLOW SUCH BALLOT TO BE COUNTED.

## **7. Agreements Upon Furnishing Ballots**

The delivery of an accepting Ballot pursuant to one of the procedures set forth above will constitute the agreement of the creditor or equity holder with respect to such Ballot to accept: (i) all of the terms of, and conditions to, the Solicitation; and (ii) the terms of the Plan including the injunction, releases, and exculpations set forth in Article X therein (unless such Holder validly elects to opt-out of the Third Party Releases. All parties in interest retain their rights under the Bankruptcy Code and the Plan, including, but not limited to the right to object to confirmation of



the Plan pursuant to section 1128 of the Bankruptcy Code, subject to any applicable terms of the Restructuring Support Agreement.

## **8. Change of Vote**

Any party who has previously submitted to the Voting and Claims Agent prior to the Voting Deadline a properly completed Ballot may revoke such Ballot and change its vote by submitting to the Voting and Claims Agent prior to the Voting Deadline a subsequent, properly completed Ballot voting for acceptance or rejection of the Plan.

## **9. Waivers of Defects, Irregularities, etc.**

Unless otherwise directed by the Bankruptcy Court, all questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawals of Ballots will be determined by the Voting and Claims Agent and/or the Debtors, as applicable, in their reasonable discretion, which determination will be final and binding. The Debtors reserve the right, in consultation with the Required Consenting Noteholders, to reject any and all Ballots submitted by any of their respective creditors or equity holders not in proper form, the acceptance of which would, in the good-faith opinion of the Debtors or their counsel, as applicable, be unlawful. The Debtors further reserve their respective rights, in consultation with the Required Consenting Noteholders, to waive any defects or irregularities or conditions of delivery as to any particular Ballot by any of their creditors or equity holders. The interpretation (including the Ballot and the respective instructions thereto) by the applicable Debtor, unless otherwise directed by the Bankruptcy Court, will be final and binding on all parties. Unless waived, any defects or irregularities in connection with deliveries of Ballots must be cured within such time as the Debtors (in consultation with the Required Consenting Noteholders) or the Bankruptcy Court determines. Neither the Debtors nor any other person will be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots nor will any of them incur any liabilities for failure to provide such notification. Unless otherwise directed by the Bankruptcy Court, delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not theretofore been cured or waived) will be invalidated.

## **10. Further Information, Additional Copies**

If you have any questions or require further information about the voting procedures for voting your Prepetition Notes Claims and/or General Unsecured Claims against the Parent, about the packet of material you received or if you wish to obtain an additional copy of the Plan, this Disclosure Statement, or any exhibits to such documents, please contact the Voting and Claims Agent.

## **11. Filing of the Plan Supplement**

The Debtors will initially file the Plan Supplement no later than seven (7) days prior to the Confirmation Hearing. The Debtors will transmit a copy of the Plan Supplement to the Distribution List, as defined herein. Additionally, parties may request (and obtain at the Debtors' expense) a copy of the Plan Supplement by: (a) calling the Voting and Claims Agent at (888) 802-7207 (Toll Free) (781) 575-2107 (International); (b) writing to Superior Energy Services Balloting



Center, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; and/or (c) visiting the Debtors' restructuring website at: <http://www.kccllc.net/Superior>. Parties may also obtain any documents filed in the Chapter 11 Cases for a fee via PACER at <https://www.tx.uscourts.gov/bankruptcy>.

The Plan Supplement will include all Exhibits and Plan Schedules that were not already filed as exhibits to the Plan or this Disclosure Statement, all of which are incorporated by reference into, and are an integral part of, the Plan, as all of the same may be amended, supplemented, or modified from time to time.

As used herein, the term “**Distribution List**” means (a) the Office of the United States Trustee, (b) counsel to the Ad Hoc Noteholder Group, (c) counsel to the Prepetition Notes Indenture Trustee, (d) Depository Trust Company (the “**Transfer Agent**”), (e) the Internal Revenue Service, and (f) all parties that, as of the applicable date of determination, have filed requests for notice in this Chapter 11 Cases pursuant to Bankruptcy Rule 2002.

## 12. Tabulation of Votes

**THE FOLLOWING IS IMPORTANT INFORMATION REGARDING VOTING THAT SHOULD BE READ CAREFULLY BY ALL HOLDERS OF CLAIMS IN THE VOTING CLASSES.**

- FOR YOUR VOTE TO BE COUNTED, YOUR BALLOT, PRE-VALIDATED BENEFICIAL HOLDER BALLOT OR MASTER BALLOT, AS APPLICABLE, MUST BE PROPERLY EXECUTED, COMPLETED, DATED AND DELIVERED SUCH THAT IT IS **ACTUALLY RECEIVED** ON OR BEFORE THE VOTING DEADLINE BY THE VOTING AND CLAIMS AGENT.
- A HOLDER OF A CLAIM MAY CAST ONLY ONE VOTE PER EACH CLAIM SO HELD. BY SIGNING AND RETURNING A BALLOT, BENEFICIAL HOLDER BALLOT OR MASTER BALLOT, AS APPLICABLE, EACH HOLDER OF A CLAIM WILL CERTIFY TO THE BANKRUPTCY COURT AND THE DEBTORS THAT NO OTHER BALLOTS, BENEFICIAL HOLDER BALLOTS OR MASTER BALLOTS WITH RESPECT TO SUCH CLAIM HAS BEEN CAST OR, IF ANY OTHER BALLOT, BENEFICIAL HOLDER BALLOTS OR MASTER BALLOTS HAVE BEEN CAST WITH RESPECT TO SUCH CLAIM, SUCH EARLIER BALLOT, BENEFICIAL HOLDER BALLOTS OR MASTER BALLOTS ARE THEREBY SUPERSEDED AND REVOKED.
- **ANY BALLOT, BENEFICIAL HOLDER BALLOT OR MASTER BALLOT THAT IS RECEIVED AFTER THE VOTING DEADLINE WILL NOT BE COUNTED TOWARD CONFIRMATION OF THE PLAN UNLESS THE DEBTORS IN CONSULTATION WITH THE REQUIRED CONSENTING NOTEHOLDERS HAVE GRANTED AN EXTENSION OF THE VOTING DEADLINE IN WRITING WITH RESPECT TO SUCH BALLOT, BENEFICIAL HOLDER BALLOT OR MASTER BALLOT.**

- **ADDITIONALLY, THE FOLLOWING BALLOTS, BENEFICIAL HOLDER BALLOTS AND MASTER BALLOTS WILL NOT BE COUNTED:**
  - o any Ballot, Beneficial Holder Ballot or Master Ballot that is illegible or contains insufficient information to permit the identification of the claimant;
  - o any Ballot, Beneficial Holder Ballot or Master Ballot cast by a person or entity that does not hold a Claim in one of the Voting Classes;
  - o any Ballot, Beneficial Holder Ballot or Master Ballot cast for a Claim listed in the Schedules as contingent, unliquidated or disputed for which the applicable bar date has passed and no proof of claim was timely filed;
  - o any Ballot, Beneficial Holder Ballot or Master Ballot that (a) is properly completed, executed and timely filed, but does not indicate an acceptance or rejection of the Plan, (b) indicates both an acceptance and rejection of the Plan, or (c) partially accepts and partially rejects the Plan;
  - o any Ballot, Beneficial Holder Ballot or Master Ballot cast for a Claim that is subject to an objection pending as of the Voting Record Date (except as otherwise provided herein);
  - o any Ballot, Beneficial Holder Ballot or Master Ballot sent to the Debtors, the Debtors' agents/representatives (other than the Voting and Claims Agent), any indenture trustee or the Debtors' financial or legal advisors;
  - o any unsigned Ballot, Beneficial Holder Ballot or Master Ballot; or
  - o any Ballot, Beneficial Holder Ballot or Master Ballot not cast in accordance with the procedures described herein.

## VII. CONFIRMATION OF THE PLAN

### A. THE CONFIRMATION HEARING

The Debtors intend to file voluntary petitions to commence the Chapter 11 Cases and to request that the Bankruptcy Court schedule a hearing to consider final approval of the Disclosure Statement and confirmation of the Plan (the “**Confirmation Hearing**”) as soon as possible, at the United States Bankruptcy Court for the Southern District of Texas. Further information regarding the Confirmation Hearing, including the exact date and time on which it will be held and the timing and procedures for objecting to this Disclosure Statement or the Plan, will be included in the order scheduling the Confirmation Hearing.

### B. OBJECTIONS TO CONFIRMATION

Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to the confirmation of a plan of reorganization. Any objection to confirmation of the Plan must be in writing, must conform to the Bankruptcy Rules and the Local Rules, must set forth the name of the objecting party, the nature and amount of Claims and/or Equity Interests held or asserted by

the objecting party against the Debtors' estates or properties, the basis for the objection and the specific grounds therefore, and must be filed with the Bankruptcy Court so as to be actually received no later than the date and time designated in the notice of the Confirmation Hearing.

**UNLESS AN OBJECTION TO CONFIRMATION IS TIMELY FILED, IT MAY NOT  
BE CONSIDERED BY THE BANKRUPTCY COURT.**

#### **C. EFFECT OF CONFIRMATION OF THE PLAN**

Article X of the Plan contains certain provisions relating to (a) the compromise and settlement of Claims, (b) the release of the Released Parties by the Debtors and certain Holders of Claims and Equity Interests, and each of their respective Related Persons, and (c) exculpation of certain parties. **It is important to read such provisions carefully so that you understand the implications of these provisions with respect to your Claim or Equity Interest such that you may cast your vote accordingly.**

**THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING WHETHER OR NOT SUCH HOLDER (A) WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, (B) HAS FILED A PROOF OF CLAIM OR EQUITY INTEREST IN THE CHAPTER 11 CASES OR (C) FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN.**

#### **D. CONSUMMATION OF THE PLAN**

It will be a condition to Confirmation of the Plan that all provisions, terms and conditions of the Plan are approved in the Confirmation Order unless otherwise satisfied or waived pursuant to the provisions of Article IX of the Plan. Following Confirmation, the Plan will be consummated on the Effective Date.

#### **E. CONFIRMATION PROCEDURES**

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court, after appropriate notice, to hold a hearing on confirmation of a plan of reorganization. On the first day of the Debtors' Chapter 11 Cases, the Debtors will request that the Bankruptcy Court schedule the Confirmation Hearing on shortened notice. Notice of the Confirmation Hearing will be provided to all known creditors and equity holders or their representatives. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for an announcement of the adjourned or continued date made at the Confirmation Hearing or any subsequent adjourned Confirmation Hearing.

#### **F. STATUTORY REQUIREMENTS FOR CONFIRMATION OF THE PLAN**

At the Confirmation Hearing, the Bankruptcy Court will determine whether the Plan satisfies the requirements of section 1129 of the Bankruptcy Code. The Debtors believe that: (i) the Plan satisfies or will satisfy all of the statutory requirements of chapter 11 of the Bankruptcy Code; (ii) the Debtors have complied or will have complied with all of the requirements of chapter

11 of the Bankruptcy Code; and (iii) the Plan has been proposed in good faith. Specifically, the Debtors believe that the Plan satisfies or will satisfy the applicable confirmation requirements of section 1129 of the Bankruptcy Code set forth below:

- The Plan complies with the applicable provisions of the Bankruptcy Code;
- The Debtors complied with the applicable provisions of the Bankruptcy Code;
- The Plan has been proposed in good faith and not by any means forbidden by law;
- Any payment made or promised under the Plan for services or for costs and expenses in, or in connection with, the Chapter 11 Cases, or in connection with the Plan and incident to the cases, has been or will be disclosed to the Bankruptcy Court, and any such payment: (a) made before the confirmation of the Plan is reasonable; or (b) if it is to be fixed after confirmation of the Plan, is subject to the approval of the Bankruptcy Court for the determination of reasonableness;
- The Debtors have disclosed or will disclose in the Plan Supplement the identity and affiliations of any individual proposed to serve, after confirmation of the Plan, as a director, officer, or voting trustee of the Debtors, an affiliate of the Debtors participating in the Plan with the Debtors, or a successor to the Debtors under the Plan. The appointment to, or continuance in, such office by such individual, will be consistent with the interests of creditors and equity security holders and with public policy and the Debtors will have disclosed the identity of any insider that the Reorganized Debtors will employ or retain, and the nature of any compensation for such insider;
- Either each Holder of an Impaired Claim or Equity Interest will have accepted the Plan, or will receive or retain under the Plan on account of such Claim, property of a value, as of the Effective Date of the Plan, that is not less than the amount that such Holder would receive or retain if the Debtors were liquidated on that date under chapter 7 of the Bankruptcy Code;
- Each Class of Claims that is entitled to vote on the Plan will either have accepted the Plan or will not be impaired under the Plan, or the Plan can be confirmed without the approval of such Voting Class pursuant to section 1129(b) of the Bankruptcy Code;
- Except to the extent that the Holder of a particular Claim will agree to a different treatment of its Claim, the Plan provides that Administrative Claims and Other Priority Claims will be paid in full in Cash on the Effective Date, or as soon thereafter as is reasonably practicable, and that Priority Tax Claims will be paid in accordance with section 1129(a)(9)(C) of the Bankruptcy Code;
- At least one Class of Impaired Claims will accept the Plan, determined without including any acceptance of the Plan by any insider holding a Claim in that Class;
- Confirmation of the Plan will not likely be followed by the liquidation or the need for further financial reorganization of the Debtors or any successor thereto under the Plan; and

- All outstanding fees payable pursuant to section 1930 of title 28 of the United States Code will be paid when due.

# 1. Best Interests of Creditors Test/Liquidation Analysis

Often called the “best interests” test, section 1129(a)(7) of the Bankruptcy Code requires that a bankruptcy court find, as a condition to confirmation, that a chapter 11 plan provide, with respect to each class, that each holder of a claim or an equity interest in such class either (a) has accepted the plan or (b) will receive or retain under the plan property of a value, as of the effective date of the plan, that is not less than the amount that such holder would receive or retain if the debtor or debtors are liquidated under chapter 7 of the Bankruptcy Code. To make these findings, the Bankruptcy Court must: (a) estimate the cash liquidation proceeds that a chapter 7 trustee would generate if the chapter 11 cases were converted to a chapter 7 case and the assets of the particular debtors’ estate were liquidated; (b) determine the liquidation distribution that each non-accepting holder of a claim or an equity interest would receive from such liquidation proceeds under the priority scheme dictated in chapter 7; and (c) compare such holder’s liquidation distribution to the distribution under the chapter 11 plan that such holder would receive if the chapter 11 plan were confirmed.

In chapter 7 cases, creditors and interest holders of a debtor are paid from available assets generally in the following order, with no junior class receiving any payments until all amounts due to senior classes have been paid in full: (a) holders of secured claims (to the extent of the value of their collateral); (b) holders of priority claims; (c) holders of unsecured claims; (d) holders of debt expressly subordinated by its terms or by order of the bankruptcy court; and (e) holders of equity interests.

Accordingly, the Cash amount that would be available for satisfaction of claims (other than secured claims) would consist of the proceeds resulting from the disposition of the unencumbered assets of the debtors, augmented by the unencumbered Cash held by the debtors at the time of the commencement of the liquidation. Such Cash would be reduced by the amount of the costs and expenses of the liquidation and by such additional administrative and priority claims that may result from termination of the debtor’s business and the use of chapter 7 for purposes of a liquidation.

As described in more detail in the liquidation analysis attached hereto as Exhibit C (the “**Liquidation Analysis**”), the Debtors believe that confirmation of the Plan will provide each Holder of an Allowed Claim or Equity Interest in each Class with a recovery greater than or equal to the value of any distributions if the Chapter 11 Cases were converted to a case under chapter 7 of the Bankruptcy Code because, among other reasons, proceeds received in a chapter 7 liquidation are likely to be significantly discounted due to the distressed nature of the sale of the Debtors’ assets and the fees and expenses of a chapter 7 trustee would likely further reduce Cash available for distribution. In addition, distributions in a chapter 7 case may not occur for a longer period of time than distributions under the Plan, thereby reducing the present value of such distributions. In this regard, it is possible that distribution of the proceeds of a liquidation could be delayed for a significant period while the chapter 7 trustee and its advisors become knowledgeable about, among other things, the Chapter 11 Cases and the Claims against the Debtors.

## 2. Feasibility

Section 1129(a)(11) of the Bankruptcy Code requires that the bankruptcy court find that confirmation is not likely to be followed by the liquidation of the Reorganized Debtors or the need for further financial reorganization, unless the plan contemplates such liquidation. For purposes of demonstrating that the Plan meets this “feasibility” standard, the Debtors have analyzed the ability of the Reorganized Debtors to meet their obligations under the Plan and to retain sufficient liquidity and capital resources to conduct their businesses.

The Debtors believe that the Plan meets the feasibility requirement set forth in section 1129(a)(11) of the Bankruptcy Code. In connection with the development of the Plan and for the purposes of determining whether the Plan satisfies this feasibility standard, the Debtors analyzed the ability of the Reorganized Debtors to satisfy their financial obligations while maintaining sufficient liquidity and capital resources. Financial projections of the Reorganized Debtors for the years ending 2021, 2022, and 2023 (the “**Financial Projections**”) are attached hereto as Exhibit D.

In general, as illustrated by the Financial Projections, the Debtors believe that as a result of the transactions contemplated by the Plan, including the Exit Facility Credit Agreement and the Equity Rights Offering, the Reorganized Debtors should have sufficient cash flow and availability to make all payments required pursuant to the Plan while conducting ongoing business operations. The Debtors believe that confirmation and consummation is, therefore, not likely to be followed by the liquidation or further reorganization of the Reorganized Debtors. Accordingly, the Debtors believe that the Plan satisfies the feasibility requirement of section 1129(a)(11) of the Bankruptcy Code.

THE FINANCIAL PROJECTIONS, INCLUDING THE UNDERLYING ASSUMPTIONS, SHOULD BE CAREFULLY REVIEWED IN EVALUATING THE PLAN. WHILE MANAGEMENT BELIEVES THE ASSUMPTIONS UNDERLYING THE FINANCIAL PROJECTIONS, WHEN CONSIDERED ON AN OVERALL BASIS, ARE REASONABLE IN LIGHT OF CURRENT CIRCUMSTANCES AND EXPECTATIONS, NO ASSURANCE CAN BE GIVEN THAT THE FINANCIAL PROJECTIONS WILL BE REALIZED.

THE FINANCIAL PROJECTIONS HAVE NOT BEEN EXAMINED OR COMPILED BY INDEPENDENT ACCOUNTANTS. THE DEBTORS MAKE NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF THE FINANCIAL PROJECTIONS OR THEIR ABILITY TO ACHIEVE THE PROJECTED RESULTS. MANY OF THE ASSUMPTIONS ON WHICH THE PROJECTIONS ARE BASED ARE INHERENTLY SUBJECT TO SIGNIFICANT ECONOMIC AND COMPETITIVE UNCERTAINTIES AND CONTINGENCIES WHICH ARE BEYOND THE CONTROL OF THE DEBTORS. INEVITABLY, SOME ASSUMPTIONS WILL NOT MATERIALIZE AND UNANTICIPATED EVENTS AND CIRCUMSTANCES MAY AFFECT THE ACTUAL FINANCIAL RESULTS. THEREFORE, THE ACTUAL RESULTS ACHIEVED THROUGHOUT THE PERIOD OF THE FINANCIAL PROJECTIONS MAY VARY FROM THE PROJECTED RESULTS AND THE VARIATIONS MAY BE MATERIAL. ALL HOLDERS OF CLAIMS THAT ARE ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN ARE URGED TO EXAMINE CAREFULLY ALL OF THE ASSUMPTIONS ON WHICH THE FINANCIAL PROJECTIONS ARE BASED IN CONNECTION WITH THEIR EVALUATION OF THE PLAN.



BASED ON THE FINANCIAL PROJECTIONS SET FORTH IN EXHIBIT D HERETO, THE DEBTORS BELIEVE THAT THEY WILL BE ABLE TO MAKE ALL DISTRIBUTIONS AND PAYMENTS UNDER THE PLAN AND THAT CONFIRMATION OF THE PLAN IS NOT LIKELY TO BE FOLLOWED BY LIQUIDATION OF THE REORGANIZED DEBTORS OR THE NEED FOR FURTHER FINANCIAL REORGANIZATION OF THE REORGANIZED DEBTORS.

### **3. Acceptance by Impaired Classes**

The Bankruptcy Code requires, as a condition to confirmation, that, except as described in the following section, each class of claims or equity interests that is impaired under a plan, accept the plan. A class that is not “impaired” under a plan is deemed to have accepted the plan and, therefore, solicitation of acceptances with respect to such class is not required. A class is “impaired” unless the plan: (a) leaves unaltered the legal, equitable and contractual rights to which the claim or the equity interest entitles the holder of such claim or equity interest; (b) cures any default and reinstates the original terms of such obligation; or (c) provides that, on the consummation date, the holder of such claim or equity interest receives Cash equal to the allowed amount of that claim or, with respect to any equity interest, any fixed liquidation preference to which the holder of such equity interest is entitled to any fixed price at which the debtor may redeem the security.

The Bankruptcy Code defines “acceptance” of a plan by a class of (i) claims as acceptance by creditors in that class that hold at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the claims that cast ballots for acceptance or rejection of the plan and (ii) equity interests as acceptance by interest holders in that class that hold at least two-thirds (2/3) in amount of the equity interests that cast ballots for acceptance or rejection of the plan. Holders of claims or equity interests that fail to vote are not counted in determining the thresholds for acceptance of the plan.

Claims in Classes 1, 2, 3, 4, 8, and 9 and Equity Interests in Class 11 are not Impaired under the Plan, and, as a result, the Holders of such Claims and Equity Interests are deemed to have accepted the Plan. Accordingly, the Debtors are not required to solicit their vote.

Equity Interests in Class 10 and Claims in Class 12 are Impaired under the Plan and are not receiving any recovery under the Plan and, as a result, the Holders of such Equity Interests and Claims are deemed to reject the Plan. Accordingly, the Debtors are not required to solicit their vote.

Claims in Classes 5, 6, and 7 are Impaired under the Plan, and as a result, the Holders of such Claims are entitled to vote on the Plan. Pursuant to section 1129 of the Bankruptcy Code, the Holders of Claims in the Voting Classes must accept the Plan for the Plan to be confirmed without application of the “fair and equitable test” to Classes 5, 6, and 7 and without considering whether the Plan “discriminates unfairly” with respect to Classes 5, 6, and 7 as both standards are described herein. As explained above, Classes 5, 6, and 7 will have accepted the Plan if the Plan is accepted by at least two-thirds (2/3) in amount and a majority in number of the Claims in each of Classes 5, 6, and 7 (other than any Claims of creditors designated under section 1126(e) of the Bankruptcy Code) that will have voted to accept or reject the Plan.



#### 4. Confirmation Without Acceptance by All Impaired Classes

Section 1129(b) of the Bankruptcy Code allows a bankruptcy court to confirm a plan even if less than all impaired classes entitled to vote on the plan have accepted it, provided that the plan has been accepted by at least one impaired class of claims. Pursuant to section 1129(b) of the Bankruptcy Code, notwithstanding an impaired Class's rejection or deemed rejection of the Plan, the Plan will be confirmed, at the Debtors' request, in a procedure commonly known as "cram down," so long as the Plan does not "discriminate unfairly" and is "fair and equitable" with respect to each Class of Claims or Equity Interests that is impaired under, and has not accepted, the Plan.

#### 5. No Unfair Discrimination

This test applies to classes of claims or equity interests that are of equal priority and are receiving different treatment under the Plan. The test does not require that the treatment be the same or equivalent, but that such treatment be "fair." In general, bankruptcy courts consider whether a plan discriminates unfairly in its treatment of classes of claims of equal rank (e.g., classes of the same legal character). Bankruptcy courts will take into account a number of factors in determining whether a plan discriminates unfairly, and, accordingly, a plan could treat two classes of unsecured creditors differently without unfairly discriminating against either class.

#### 6. Fair and Equitable Test

This test applies to classes of different priority and status (e.g., secured versus unsecured) and includes the general requirement that no class of claims receive more than 100% of the amount of the allowed claims in such class. As to the dissenting class, the test sets different standards depending on the type of claims or equity interests in such class:

- Secured Claims. The condition that a plan be "fair and equitable" to a non-accepting class of secured claims includes the requirements that: (a) the holders of such secured claims retain the liens securing such claims to the extent of the allowed amount of the claims, whether the property subject to the liens is retained by the debtor or transferred to another entity under the plan; and (b) each holder of a secured claim in the class receives deferred Cash payments totaling at least the allowed amount of such claim with a present value, as of the effective date of the plan, at least equivalent to the value of the secured claimant's interest in the debtor's property subject to the liens.
- Unsecured Claims. The condition that a plan be "fair and equitable" to a non-accepting class of unsecured claims includes the following requirement that either: (a) the plan provides that each holder of a claim of such class receive or retain on account of such claim property of a value, as of the effective date of the plan, equal to the allowed amount of such claim; or (b) the holder of any claim or any equity interest that is junior to the claims of such class will not receive or retain under the plan on account of such junior claim or junior equity interest any property.
- Equity Interests. The condition that a plan be "fair and equitable" to a non-accepting class of equity interests includes the requirements that either:
  - o the plan provides that each holder of an equity interest in that class receives or retains under the plan on account of that equity interest property of a value, as of

the effective date of the plan, equal to the greater of: (a) the allowed amount of any fixed liquidation preference to which such holder is entitled; (b) any fixed redemption price to which such holder is entitled; or (c) the value of such interest; or

- o if the class does not receive the amount required in the paragraph directly above, no class of equity interests junior to the non-accepting class may receive a distribution under the plan.

To the extent that any of the Voting Classes votes to reject the Plan, the Debtors reserve the right to seek (a) confirmation of the Plan under section 1129(b) of the Bankruptcy Code and/or (b) modify the Plan in accordance with Article XII of the Plan.

The Debtors do not believe that the Plan discriminates unfairly against any Impaired Class of Claims or Equity Interests. The Debtors believe that the Plan and the treatment of all Classes of Claims and Equity Interests under the Plan satisfy the foregoing requirements for non-consensual confirmation of the Plan.

## **G. CONSUMMATION OF THE PLAN**

The Plan will be consummated on the Effective Date. For a more detailed discussion of the conditions precedent to the consummation of the Plan and the impact of failure to meet such conditions, see Article IX.B of the Plan.

## **VIII. VALUATION ANALYSIS**

Attached hereto as Exhibit E is a valuation analysis of the Reorganized Debtors, which was performed and prepared by Ducera and Johnson Rice and is incorporated by reference herein.

## **IX. EXEMPTIONS FROM SECURITIES ACT REGISTRATION**

The Solicitation is being made before the Petition Date only to Eligible Holders of Prepetition Notes Claims who are (i) located inside the United States and are (a) “qualified institutional buyers” (as defined in Rule 144A under the Securities Act) or (b) “accredited investors” (as defined in Rule 501(a) of Regulation D under the Securities Act) or (ii) located outside the United States and are persons other than “U.S. persons” (as defined in Rule 902 under the Securities Act).

The issuance of and the distribution under the Plan of the New Common Stock (other than pursuant to the Equity Rights Offering which will be issued and distributed pursuant to section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder) will be exempt from registration under the Securities Act and any other applicable securities laws pursuant to section 1145 of the Bankruptcy Code. No offer of securities to the public is made, or will be made, in any member state of the European Economic Area that requires the publication of a prospectus within the meaning of the EU Prospectus Directive (Directive 2003/71/EC), as amended, or the EU Prospectus Regulation (Regulation (EU) 2017/1129).

Section 1145 of the Bankruptcy Code generally exempts from registration under the Securities Act the offer or sale under a chapter 11 plan of a security of the debtor, of an affiliate participating in a joint plan with the debtor, or of a successor to the debtor under a plan, if such securities are offered or sold in exchange for a claim against, or an interest in, the debtor or such affiliate, or principally in such exchange and partly for cash. In reliance upon this exemption, the New Common Stock (other than any New Common Stock to be issued upon exercise of any Subscription Rights) will be exempt from the registration requirements of the Securities Act, and state and local securities laws. These securities may be resold without registration under the Securities Act or other federal or state securities laws pursuant to the exemption provided by section 4(a)(7) of the Securities Act, unless the holder is an “underwriter” with respect to such securities, as that term is defined in section 1145(b) of the Bankruptcy Code. In addition, such section 1145 exempt securities generally may be resold without registration under state securities laws pursuant to various exemptions provided by the respective laws of the several states.

Further, section 4(a)(2) of the Securities Act generally exempts from registration under the Securities Act a transaction by an issuer that does not involve a public offering. However, securities issued in such a transaction, including the New Common Stock issued upon exercise of Subscription Rights, are “restricted securities” as described in Article V.J of the Plan. Resales of such restricted securities would not be exempted by section 1145 of the Bankruptcy Code from registration under the Securities Act or other applicable law.

Notwithstanding the foregoing, persons may be able to sell such securities without registration pursuant to the resale safe harbor of Rule 144 of the Securities Act which, in effect, permits the resale of securities received by such persons pursuant to a chapter 11 plan, subject to applicable holding periods, volume limitations, notice and manner of sale requirements, and certain other conditions. Parties who believe they may be statutory underwriters as defined in section 1145 of the Bankruptcy Code are advised to consult with their own legal advisers as to the availability of the safe harbor provided by Rule 144. In any case, would-be recipients of new securities to be issued under the prepackaged Plan are advised to consult with their own legal advisers as to the availability of any such exemption from registration under the Securities Act or any other applicable federal or state law in any given instance and as to any applicable requirements or conditions to such availability.

## **X.**

### **CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN**

#### **A. INTRODUCTION**

The following discussion summarizes certain U.S. federal income tax consequences expected to result from the consummation of the Plan. This discussion is only for general information purposes and only describes the expected tax consequences to the Debtors and Holders of Prepetition Notes Claims and General Unsecured Claims against the Parent (each a “**Holder**”). It is not a complete analysis of all potential U.S. federal income tax consequences and does not address any tax consequences arising under any state, local or foreign tax laws or federal estate or gift tax laws. This discussion is based on the Internal Revenue Code of 1986, as amended (the “**IRC**” or “**Tax Code**”), Treasury Regulations promulgated thereunder, judicial decisions, and published rulings and administrative pronouncements of the Internal Revenue Service (the “**IRS**”), all as in effect on the date of this Disclosure Statement. These authorities may change, possibly

retroactively, resulting in U.S. federal income tax consequences different from those discussed below. No ruling has been or will be sought from the IRS, and no legal opinion of counsel will be rendered, with respect to the matters discussed below. There can be no assurance that the IRS will not take a contrary position regarding the U.S. federal income tax consequences resulting from the consummation of the Plan or that any contrary position would not be sustained by a court.

This discussion assumes that Holders of Prepetition Notes Claims and General Unsecured Claims against Parent have held such property as “capital assets” within the meaning of IRC Section 1221 (generally, property held for investment) and will hold the New Common Stock as capital assets. This discussion also assumes that the Claims to which any of the Debtors are a party will be respected for U.S. federal income tax purposes in accordance with their form, and that the Claims constitute interests in the Debtors “solely as a creditor” for purposes of Section 897 of the Tax Code.

This discussion does not address all U.S. federal income tax considerations that may be relevant to a particular Holder in light of that Holder’s particular circumstances, including the impact of the tax on net investment income imposed by Section 1411 of the Tax Code. In addition, it does not address considerations relevant to Holders subject to special rules under the U.S. federal income tax laws, such as “qualified foreign pension funds” (as defined in Section 897(l)(2) of the Tax Code), entities all of the interests of which are held by qualified foreign pension funds, financial institutions, insurance companies, brokers, dealers or traders in securities, commodities or currencies, tax-exempt organizations, tax-qualified retirement plans, partnerships and other pass-through entities, Holders subject to the alternative minimum tax, Holders who utilize installment method reporting with respect to their Claims, Holders holding the Prepetition Notes Claims, General Unsecured Claims against Parent or New Common Stock as part of a hedge, straddle or other risk reduction strategy or as part of a conversion transaction or other integrated investment, Holders subject to special tax accounting rules as a result of any item of gross income with respect to the Prepetition Notes being taken into account in an applicable financial statement and U.S. Holders (as defined below) who have a functional currency other than the U.S. dollar.

This discussion also does not address the U.S. federal income tax consequences to holders (a) whose Claims are Unimpaired or otherwise entitled to payment in full under the Plan, or (b) that are deemed to accept or deemed to reject the Plan. Additionally, this discussion does not address the receipt of property by Holders of Prepetition Notes Claims or General Unsecured Claims against Parent other than in their capacity as such (e.g., this summary does not discuss the treatment of any increase to a Prepetition Notes Claim as a result of the RSA Premium (as defined in the Restructuring Support Agreement), any commitment fee or similar arrangement, any backstop commitments or any equity commitments) or the separate payment of professional fees incurred by any Holders. This discussion also does not discuss the treatment of the receipt of New Common Stock pursuant to the New Management Incentive Plan.

**HOLDERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING THE U.S. FEDERAL INCOME TAX CONSEQUENCES TO THEM OF THE CONSUMMATION OF THE PLAN AND THE RECEIPT, OWNERSHIP AND DISPOSITION OF NEW COMMON STOCK RECEIVED PURSUANT TO THE PLAN, AS WELL AS ANY TAX CONSEQUENCES ARISING UNDER ANY STATE, LOCAL OR FOREIGN TAX LAWS, OR ANY OTHER FEDERAL TAX LAWS. THE DEBTORS AND THE REORGANIZED DEBTORS SHALL NOT BE LIABLE TO ANY HOLDER OR ANY**

**AFFILIATES OF SUCH HOLDER FOR ANY TAX LIABILITY WITH RESPECT TO SUCH HOLDERS' TAX LIABILITY IN WHATSOEVER MANNER.**

**B. CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES TO THE DEBTORS**

**1. Characterization of the Restructuring Transactions**

The tax consequences of the implementation of the Plan to the Debtors will depend on the ultimate form of the Restructuring Transactions. The Debtors and the Consenting Noteholders have not yet determined how the Restructuring Transactions will be structured, either in whole or in part. However, the Restructuring Transactions are currently expected to be structured as taxable exchanges pursuant to which the New Common Stock, together with the other consideration distributed pursuant to the Plan, would be issued to the applicable Holders in exchange for their applicable Claims, and the Old Parent Interests would be terminated and cancelled.

The form of the Restructuring Transactions is subject to potential change. The discussion herein assumes the Debtors will undertake the Restructuring Transactions currently contemplated by the Plan in one or more taxable transactions as described above. Holders are urged to consult their tax advisors regarding the tax consequences of the Restructuring Transactions.

**2. Cancellation of Indebtedness and Reduction of Tax Attributes**

The Debtors generally should realize cancellation of indebtedness ("COD") income to the extent the adjusted issue price of the Prepetition Notes exceeds the sum of (i) the amount of cash treated as additional consideration for the Prepetition Notes Claims and (ii) the fair market value of the New Common Stock received by Holders on account of their Allowed Prepetition Notes Claims against any Affiliate Debtors. The amount of COD income that will be realized by the Debtors is uncertain because it will depend in part on the fair market value of the New Common Stock and other consideration distributed under the Plan on the Effective Date.

Under IRC Section 108, COD income realized by a debtor will be excluded from gross income if the discharge of debt occurs in a case brought under the Bankruptcy Code, the debtor is under the court's jurisdiction in such case and the discharge is granted by the court or is pursuant to a plan approved by the court (the "**Bankruptcy Exception**"). Because the Debtors are in bankruptcy, the Bankruptcy Exception should apply to the transactions consummated pursuant to the Plan and, as a result, the Debtors should be entitled to exclude from gross income any COD income realized as a result of the implementation of the Plan.

Under IRC Section 108(b), a debtor that excludes COD income from gross income under the Bankruptcy Exception generally must reduce certain tax attributes by the amount of the excluded COD income. Attributes subject to reduction include net operating losses ("**NOLs**"), NOL carryforwards and certain other losses, credits and carryforwards, and the debtor's tax basis in its assets (including stock of subsidiaries). In the case of a group of corporations filing a consolidated return, the attribute reduction rules apply first to the separate attributes of or attributable to the particular corporation whose debt is being discharged, and then, if necessary, to certain attributes of other members of the group. Accordingly, COD income of a debtor would result first in the reduction of any NOLs and other attributes, including asset basis, of or attributable to such debtor, and then, potentially, of consolidated NOLs and/or basis of or attributable to other



members of the group. The reduction in a debtor's tax basis in its assets generally does not have to exceed the excess of (i) its tax basis in assets held immediately after the discharge of indebtedness over (ii) the amount of liabilities remaining immediately after the discharge of indebtedness (the "**Liability Floor**"). NOLs for the taxable year of the discharge and NOL carryovers to such year generally are the first attributes subject to reduction. However, a debtor may elect under IRC Section 108(b)(5) (the "**Section 108(b)(5) Election**") to reduce its basis in its depreciable property first. If a debtor makes a Section 108(b)(5) Election, the Liability Floor does not apply to the reduction in basis of depreciable property. The Debtors do not currently intend to make the Section 108(b)(5) Election.

For tax periods through the tax year ending December 31, 2019, the Parent Group reported on its consolidated federal income tax return approximately \$160 million of consolidated NOL carryforwards. The Debtors' NOLs are subject to audit and possible challenge by the IRS. Accordingly, the amount of the Debtors' NOLs ultimately may vary from the amounts set forth above.

The Debtors currently anticipate that the application of IRC Section 108(b) (assuming no Section 108(b)(5) Election is made) will result in the reduction of their NOLs and basis in their assets. However, the ultimate effect of the attribute reduction rules is uncertain because, among other things, it will depend on the amount of COD income realized by the Debtors, which cannot be determined until after the Plan is consummated.

### **3. Section 382 Limitation on Net Operating Losses and Built-In Losses**

Under IRC Section 382, if a corporation or a consolidated group of corporations with NOLs, interest deductions suspended under Section 163(j) of the Tax Code or built-in losses (collectively with NOLs and certain other tax attributes, such as foreign tax credits, the "**Pre-Change Tax Attributes**") (each such corporation, a "**loss corporation**") undergoes an "ownership change," the loss corporation's use of its Pre-Change Tax Attributes and recognized built-in losses ("**RBILs**") generally will be subject to an annual limitation in the post-change period. In general, an "ownership change" occurs if the percentage of the value of the loss corporation's stock owned by one or more direct or indirect "five percent shareholders" increases by more than fifty percentage points over the lowest percentage of value owned by the five percent shareholders at any time during the applicable testing period (an "**Ownership Change**"). The testing period generally is the shorter of (i) the three-year period preceding the testing date or (ii) the period of time since the most recent Ownership Change of the corporation.

Subject to the special bankruptcy rules discussed below, the amount of the annual limitation on a loss corporation's use of its Pre-Change Tax Attributes and RBILs is generally equal to the product of the applicable long-term tax-exempt rate (as published by the IRS for the month in which the Ownership Change occurs) and the value of the loss corporation's outstanding stock immediately before the Ownership Change (excluding certain capital contributions). If a loss corporation has a net unrealized built-in gain ("**NUBIG**") immediately prior to the Ownership Change, the annual limitation may be increased as certain gains are recognized (or, unless certain provisions of proposed Treasury Regulations are enacted and apply to the Plan, treated as recognized pursuant to the safe harbors provided in IRS Notice 2003-65) during the five-year period beginning on the date of the Ownership Change (the "**Recognition Period**"). If a loss corporation has a net unrealized built-in loss ("**NUBIL**") immediately prior to the Ownership

Change, certain losses recognized during the Recognition Period also would be subject to the annual limitation and thus may reduce the amount of Pre-Change Tax Attributes that could be used by the loss corporation during the Recognition Period.

A NUBIG or NUBIL is generally the difference between the fair market value of a loss corporation's assets (or, if greater, the amount of a loss corporation's relevant liabilities, unless certain provisions of proposed Treasury Regulations are enacted and apply to the Plan) and its tax basis in the assets, subject to a statutorily-defined threshold amount. The amount of a loss corporation's NUBIG or NUBIL must be adjusted for built-in items of income or deduction that would be attributable to a pre-change period if recognized during the Recognition Period. The NUBIG or NUBIL of a consolidated group generally is calculated on a consolidated basis, subject to special rules.

If a loss corporation has a NUBIG immediately prior to an Ownership Change, any recognized built-in gains ("**RBIGs**") will increase the annual limitation in the taxable year the RBIG is recognized. An RBIG generally is any gain (and certain income) with respect to an asset held immediately before the date of the Ownership Change that is recognized during the Recognition Period to the extent of the fair market value of the asset over its tax basis immediately prior to the Ownership Change. However, the annual limitation will not be increased to the extent that the aggregate amount of all RBIGs that are recognized during the Recognition Period exceed the NUBIG. On the other hand, if a loss corporation has a NUBIL immediately prior to an Ownership Change, any RBILs will be subject to the annual limitation in the same manner as Pre-Change Tax Attributes. An RBIL generally is any loss (and certain deductions) with respect to an asset held immediately before the date of the Ownership Change that is recognized during the Recognition Period to the extent of the excess of the tax basis of the asset over its fair market value immediately prior to the Ownership Change. However, once the aggregate amount of all RBILs that are recognized during the Recognition Period exceeds the NUBIL, such excess RBILs are not subject to the annual limitation. Unless certain provisions of proposed Treasury Regulations are enacted and apply to the Plan, RBIGs and RBILs may be recognized during the Recognition Period for depreciable and amortizable assets that are not actually disposed. It is unclear whether the Parent Group will have a NUBIG or NUBIL on the Effective Date.

The Debtors expect the consummation of the Plan to result in an Ownership Change for the Reorganized Debtors. Because the Ownership Change will occur in a case brought under the Bankruptcy Code, one of the following two special rules should apply in determining the Reorganized Debtors' ability to utilize in post-Effective Date tax periods Pre-Change Tax Attributes and any RBILs attributable to tax periods preceding the Effective Date provided there is no Ownership Change prior to the Effective Date.

The first of these special rules applies when so-called "qualified creditors" of a debtor corporation in bankruptcy receive, in respect of their Claims, at least 50% of the vote and value of the stock of the reorganized debtor (or a controlling corporation if also in bankruptcy) pursuant to a confirmed bankruptcy plan (the "**382(l)(5) Exception**"). Under the 382(l)(5) Exception, a debtor's Pre-Change Tax Attributes are not limited on an annual basis, but, instead, NOL carryforwards will be reduced by the amount of any interest deductions claimed during any taxable year ending during the three-year period preceding the taxable year that includes the effective date of the plan of reorganization, and during the part of the taxable year prior to and including the effective date of the plan of reorganization, in respect of all debt converted into stock in the



reorganization. If the 382(l)(5) Exception applies and the Reorganized Debtors undergo another Ownership Change within two years after the Effective Date, then the Reorganized Debtors' Pre-Change Tax Attributes effectively would be eliminated in their entirety.

If an Ownership Change pursuant to a bankruptcy plan does not satisfy the requirements of the 382(l)(5) Exception, or if a debtor elects not to apply the 382(l)(5) Exception, the debtor's use of its Pre-Change Tax Attributes and RBILs arising during the Recognition Period will be subject to an annual limitation as determined under IRC Section 382(l)(6) (the "**382(l)(6) Exception**"). In such case, the amount of the annual limitation generally will be equal to the product of the applicable long-term tax-exempt rate (0.99% for December 2020) and the value of the debtor's outstanding stock immediately after the bankruptcy reorganization, provided such value may not exceed the value of the debtor's gross assets immediately before the Ownership Change, subject to certain adjustments. However, if any Pre-Change Tax Attributes and built-in losses of the debtor already are subject to an annual limitation at the time of an Ownership Change, those Pre-Change Tax Attributes and built-in losses will generally be subject to the lower of the two annual limitations.

It is currently anticipated that the Debtors either will not qualify for or will elect not to apply the 382(l)(5) Exception. Accordingly, the Debtors' Pre-Change Tax Attributes remaining after reduction for excluded COD income should be subject to an annual limitation generally equal to the lower of (i) any preexisting limitation imposed under IRC Section 382 and (ii) the product of the long-term tax-exempt rate for the month in which the Ownership Change resulting from the Plan occurs and the value of the Reorganized Debtors' outstanding stock immediately after consummation of the Plan pursuant to IRC Section 382(l)(6), prior to giving effect to the NUBIG and NUBIL rules described above. Pre-Change Tax Attributes not utilized in a given year due to the annual limitation may be carried forward for use in future years. To the extent the annual limitation of the Reorganized Debtors exceeds the Reorganized Debtors' taxable income (for purposes of IRC Section 382) in a given year, the excess will increase the annual limitation in future taxable years.

## **C. CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES TO HOLDERS OF CERTAIN CLAIMS**

### **1. Definition of U.S. Holder and Non-U.S. Holder**

A "U.S. Holder" is a beneficial owner of the Prepetition Notes Claims, General Unsecured Claims against Parent or New Common Stock that, for U.S. federal income tax purposes, is or is treated as:

- an individual who is a citizen or resident of the United States;
- a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) created or organized under the laws of the United States, any state thereof, or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income tax regardless of its source; or

- a trust that (1) is subject to the primary supervision of a U.S. court and the control of one or more “United States persons” (within the meaning of Section 7701(a)(30) of the Tax Code), or (2) has a valid election in effect to be treated as a United States person for U.S. federal income tax purposes.

A “Non-U.S. Holder” means a beneficial owner of the Prepetition Notes Claims, General Unsecured Claims against Parent or New Common Stock that is not a U.S. Holder and is, for U.S. federal income tax purposes, an individual, corporation (or other entity classified as a corporation for U.S. federal income tax purposes), estate or trust.

If a partnership or other entity or arrangement classified as a partnership for U.S. federal income tax purposes holds Prepetition Notes Claims, General Unsecured Claims against Parent or New Common Stock, the tax treatment of a partner in such partnership generally will depend upon the status of the partner and the activities of the partnership. Beneficial owners of the Prepetition Notes Claims, General Unsecured Claims against Parent and/or New Common Stock who are partners in a partnership holding any of such instruments should consult their tax advisors.

## **2. U.S. Holders of General Unsecured Claims Against Parent (Class 6)**

*Treatment of Exchanges.* A U.S. Holder of a General Unsecured Claim against Parent should generally be treated as receiving its distributions (if any) of cash in a taxable exchange under Section 1001 of the Internal Revenue Code.

*Recognition of Gain or Loss.* Other than with respect to any amounts received that are attributable to accrued but untaxed interest (or OID), each U.S. Holder of a General Unsecured Claim against Parent should recognize gain or loss equal to the difference between the (a) amount of cash received in exchange for the Claim and (b) such U.S. Holder’s adjusted tax basis, if any, in such Claim. A U.S. Holder’s ability to deduct any loss recognized on the exchange of its Claims will depend on such U.S. Holder’s own circumstances and may be restricted under the IRC. The character of any gain or loss as capital gain or loss or ordinary income or loss and, in the case of capital gain or loss, as short-term or long-term, will depend on a number of factors, including: (a) the nature and origin of the Claim; (b) the tax status of the U.S. Holder of such Claim; (c) whether such Claim has been held for more than one year; (d) the extent to which the U.S. Holder previously claimed a loss or bad debt deduction with respect to such Claim; and (e) whether such Claim was acquired at a market discount. A U.S. Holder that purchased its Claim from a prior Holder at a market discount may be subject to the market discount rules of the IRC as described below under “—U.S. Holders of Prepetition Notes Claims Against Parent (Class 5) and Prepetition Notes Claims Against Affiliate Debtors (Class 7)—Exchange of Prepetition Notes Claims for Cash—Market Discount.”

A portion of the consideration received by a U.S. Holder of a General Unsecured Claim against Parent may be attributable to accrued interest or OID on such Claim. Such amount should be taxable to that U.S. Holder as interest income if such accrued interest or OID has not been previously included in the U.S. Holder’s gross income for U.S. federal income tax purposes. Conversely, U.S. Holders of a General Unsecured Claim against Parent may be able to recognize a deductible loss to the extent any accrued interest or OID on such Claim was previously included in the U.S. Holder’s gross income but was not paid in full by the Debtors. If the fair value of the consideration is not sufficient to fully satisfy all principal, interest or OID on the Claim, the extent

to which such consideration will be attributable to accrued interest and OID is unclear. The Debtors intend to take the position, and the Plan provides, that, to the extent permitted by applicable law, the distributions in full or partial satisfaction of Allowed Claims shall be allocated for income tax purposes first to the principal amount of Allowed Claims, with any excess allocated to unpaid interest that accrued, including OID, on such Claims.

### **3. U.S. Holders of Prepetition Notes Claims Against Parent (Class 5) and Prepetition Notes Claims Against Affiliate Debtors (Class 7)**

#### **(a) Exchange of Prepetition Notes Claims for Cash**

*Treatment of Exchanges.* A U.S. Holder of Prepetition Notes Claims against Parent will not share in any distribution from the Parent GUC Recovery Cash Pool. The exchange of a Prepetition Notes Claim against an Affiliate Debtor for cash pursuant to the Plan will result in a taxable sale of such Prepetition Notes Claim for U.S. federal income tax purposes.

*Recognition of Gain or Loss.* A U.S. Holder receiving cash in exchange for a Prepetition Notes Claim against an Affiliate Debtor generally will recognize gain or loss in an amount equal to the difference, if any, between (i) the amount of cash received in exchange for such Prepetition Notes Claim (excluding any amount allocable to accrued but unpaid interest on the Prepetition Note, which will be taxable as interest to the extent not previously included in income) and (ii) the U.S. Holder's adjusted tax basis in the Prepetition Note at the time of exchange for cash. A U.S. Holder's adjusted tax basis in a Prepetition Note generally will be equal to the cost of the Prepetition Note, increased by market discount and "original issue discount" ("**OID**"), if any, previously included in the U.S. Holder's income with respect to the Prepetition Note, and reduced (but not below zero) by any amortizable bond premium that the U.S. Holder has previously amortized. Subject to the market discount rules discussed below, any gain or loss recognized by a U.S. Holder exchanging a Prepetition Notes Claim against an Affiliate Debtor for cash generally will be capital gain or loss and will be long-term capital gain or loss if the U.S. Holder has held the Prepetition Note for more than one year at the time of sale. Otherwise, such gain or loss will be short-term capital gain or loss. Long-term capital gains recognized by non-corporate U.S. Holders, including individuals, generally will be taxable at a reduced rate. The deductibility of capital losses is subject to limitations.

*Market Discount.* A U.S. Holder that acquired a Prepetition Note at any time other than at its original issuance at a market discount would generally be required to treat any gain recognized on the exchange or taxable disposition of a Prepetition Note as ordinary income to the extent of accrued market discount (on a straight line basis or, at the election of the holder, on a constant yield basis), unless an election to include market discount in income currently as it accrues was made by the U.S. Holder. A U.S. Holder will be considered to have acquired a Prepetition Note at a market discount if its tax basis in the Prepetition Note immediately after acquisition was less than the sum of all amounts payable thereon, other than payments of qualified stated interest, (or, in the case of a Prepetition Note issued with OID, less than the revised issue price within the meaning of the applicable tax rules) after the acquisition date, unless the difference is less than 0.25% of the Prepetition Note's issue price multiplied by the number of complete years from the acquisition date to maturity (in which case, the difference is de minimis market discount and the market discount rules would not apply).

(b) Exchange of Prepetition Notes Claims for New Common Stock

*Treatment of Exchange.* If the Restructuring Transactions are structured as taxable exchanges as described above, a U.S. Holder of Prepetition Notes Claims against an Affiliate Debtor receiving New Common Stock would generally be expected to receive its distribution under the Plan in a taxable exchange under Section 1001 of the Tax Code. In addition, a U.S. Holder of Prepetition Notes Claims against an Affiliate Debtor may receive Subscription Rights, and New Common Stock received pursuant to the exercise of such Subscription Rights, pursuant to the Equity Rights Offering. While not free from doubt, for U.S. federal income tax purposes, the Debtors intend to treat the Subscription Rights as rights to purchase New Common Stock from a holder of Prepetition Notes Claims against an Affiliate Debtor that is receiving the Cash Payout by a participant in the Equity Rights Offering rather than a right received in exchange for a Prepetition Notes Claim. U.S. Holders of Prepetition Notes Claims against an Affiliate Debtor should consult their tax advisors regarding the treatment of the receipt of the Subscription Rights.

*Recognition of Gain or Loss.* In a taxable exchange of Prepetition Notes Claims against an Affiliate Debtor for New Common Stock, a U.S. Holder generally will recognize gain or loss in an amount equal to the difference, if any, between (i) the fair market value of the New Common Stock and (ii) the U.S. Holder's "adjusted tax basis" in the Prepetition Notes. A U.S. Holder's adjusted tax basis in the Prepetition Notes is described above under "*U.S. Holders of Prepetition Notes Claims Against Parent (Class 5) and Prepetition Notes Claims Against Affiliate Debtors (Class 7)—Exchange of Prepetition Notes Claims for Cash—Recognition of Gain or Loss.*" Subject to the market discount rules discussed below, gain or loss generally will be capital gain or loss, and generally will be long-term capital gain or loss if the U.S. Holder has held the Prepetition Notes for more than one year as of the Effective Date. Long-term capital gains recognized by non-corporate U.S. Holders, including individuals, generally will be taxable at a reduced rate. The deductibility of capital losses is subject to limitations. If a U.S. Holder acquired Prepetition Notes with market discount (determined in the manner described in "*U.S. Holders of Prepetition Notes Claims Against Parent (Class 5) and Prepetition Notes Claims Against Affiliate Debtors (Class 7)—Exchange of Prepetition Notes Claims for Cash—Market Discount*" above), any gain recognized on receipt of New Common Stock will be treated as ordinary income to the extent of the market discount accrued (on a straight line basis or, at the election of the U.S. Holder, on a constant yield basis) during such U.S. Holder's period of ownership, unless such U.S. Holder previously elected to include market discount in income as it accrued for U.S. federal income tax purposes. A U.S. Holder's tax basis in the New Common Stock generally would be equal to its fair market value as of the Effective Date, and its holding period in the New Common Stock would generally begin on the day after the Effective Date.

(c) Ownership of New Common Stock

*Distributions.* A U.S. Holder of New Common Stock generally will be required to include in gross income as ordinary dividend income the amount of any distributions paid on the New Common Stock to the extent such distributions are paid out of Reorganized Parent's current or accumulated earnings and profits as determined for U.S. federal income tax purposes. Distributions not treated as dividends for U.S. federal income tax purposes will constitute a return of capital and will first be applied against and reduce a U.S. Holder's adjusted tax basis in the New Common Stock, but not below zero. Any excess amount will be treated as gain from a sale or

exchange of the New Common Stock. U.S. Holders that are treated as corporations for U.S. federal income tax purposes may be entitled to a dividends received deduction with respect to distributions out of Reorganized Parent's earnings and profits. Additionally, non-corporate U.S. Holders that satisfy certain holding period requirements will generally be eligible for the reduced tax rates that apply to "qualified dividend income."

*Sale or Other Taxable Disposition.* A U.S. Holder of New Common Stock will recognize gain or loss upon the sale or other taxable disposition of New Common Stock equal to the difference between the amount realized upon the disposition and the U.S. Holder's adjusted tax basis in the New Common Stock. Subject to the recapture rules under IRC Section 108(e)(7), any such gain or loss generally will be capital gain or loss, and generally will be long-term capital gain or loss if the U.S. Holder has held the New Common Stock for more than one year as of the date of disposition. Long-term capital gains recognized by non-corporate U.S. Holders generally will be taxable at a reduced rate. Under the IRC Section 108(e)(7) recapture rules, a U.S. Holder may be required to treat gain recognized on the taxable disposition of New Common Stock as ordinary income if the U.S. Holder took a bad debt deduction with respect to the Prepetition Note exchanged for the applicable New Common Stock. U.S. Holders should consult their tax advisors regarding the applicable tax rates and netting rules for capital gains and losses. The deductibility of capital losses is subject to limitations.

#### **4. Non-U.S. Holders**

The following discussion assumes the Debtors will undertake the Restructuring Transactions currently contemplated by the Plan in one or more taxable transactions as described above in "*Certain U.S. Federal Income Tax Consequences to the Debtors—Characterization of the Restructuring Transactions.*" The rules governing U.S. federal income taxation of a Non-U.S. Holder are complex. The following discussion includes only certain U.S. federal income tax consequences of the Plan to Non-U.S. Holders. The discussion does not include any non-U.S. tax considerations. Non-U.S. Holders should consult with their own tax advisors to determine the effect of U.S. federal, state, and local tax laws, as well as any other applicable non-U.S. tax laws and/or treaties, with regard to their participation in the transactions contemplated by the Plan, their ownership of Claims, and the ownership and disposition of Prepetition Notes Claims, General Unsecured Claims against Parent and New Common Stock, as applicable.

Whether a Non-U.S. Holder realizes gain or loss on an exchange and the amount of such gain or loss should generally be determined in the same manner as set forth above in connection with U.S. Holders.

##### **(a) Gain Recognition**

As discussed above, an exchange of Prepetition Notes Claims against Affiliate Debtors or General Unsecured Claims against Parent pursuant to the Plan is currently expected to result in gain or loss by a Holder. To the extent any gain is recognized, subject to the discussions below regarding FATCA (as defined below) and backup withholding, any gain recognized by a Non-U.S. Holder on the exchange of General Unsecured Claims against Parent for cash (as described above in "*—U.S. Holders of General Unsecured Claims Against Parent (Class 6)—Recognition of Gain or Loss*") or Prepetition Notes Claims against an Affiliate Debtor for cash or New Common Stock,



as applicable (as described above in “—U.S. Holders of Prepetition Notes Claims Against Parent (Class 5) and Prepetition Notes Claims Against Affiliate Debtors (Class 7)—Exchange of Prepetition Notes Claims for Cash” and in “—U.S. Holders of Prepetition Notes Claims Against Parent (Class 5) and Prepetition Notes Claims Against Affiliate Debtors (Class 7)—Exchange of Prepetition Notes Claims for New Common Stock”), or a subsequent sale or other taxable disposition of New Common Stock (as described above in “—U.S. Holders of Prepetition Notes Claims Against Parent (Class 5) and Prepetition Notes Claims Against Affiliate Debtors (Class 7)—New Common Stock—Sale or Other Taxable Disposition”) generally will not be subject to U.S. federal income taxation unless (a) the Non-U.S. Holder is an individual who was present in the United States for 183 days or more during the taxable year in which the relevant sale, exchange or other taxable disposition occurs and certain other conditions are met, (b) such gain is effectively connected with the conduct by such Non-U.S. Holder of a trade or business in the United States (and if required by an applicable income tax treaty, such gain is attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States) or (c) solely with respect to the New Common Stock, the issuer of such equity is or has been during a specified testing period a “U.S. real property holding corporation” (a “**USRPHC**”) as defined in Section 897 of the Tax Code.

If the first exception applies, to the extent that any gain is recognized, the Non-U.S. Holder generally will be subject to U.S. federal income tax at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty) on the amount by which such Non-U.S. Holder’s capital gains allocable to U.S. sources exceed its capital losses allocable to U.S. sources during the taxable year of the exchange. If the second exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax with respect to any gain recognized in the same manner as a U.S. Holder. In order to claim an exemption from withholding tax, such Non-U.S. Holder will be required to provide a properly executed IRS Form W-8ECI (or such successor form as the IRS designates) to the withholding agent. In addition, a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to such Non-U.S. Holder’s effectively connected earnings and profits that are attributable to such gain at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty). With respect to the third exception above, the Parent does not believe that it is or has been, and does not expect Reorganized Parent to become, a USRPHC.

(b) Interest

Subject to the discussions below regarding FATCA (as defined below) and backup withholding, payments to a Non-U.S. Holder that are attributable to interest (including, for purposes of this discussion of Non-U.S. Holders, any OID) that is not effectively connected with the Non-U.S. Holder’s conduct of a trade or business within the United States generally will not be subject to U.S. federal income or withholding tax, provided that the withholding agent has received or receives, prior to payment, appropriate documentation (generally, IRS Form W-8BEN or W-8BEN-E) establishing that the Non-U.S. Holder is not a U.S. person. Interest income, however, may be subject to U.S. withholding tax if, at the applicable time:

- the Non-U.S. Holder actually or constructively owns 10% or more of the total combined voting power of all classes of voting stock of the Parent with respect to payments of interest on the Prepetition Notes;

- the Non-U.S. Holder is a “controlled foreign corporation” that is a “related person” (each, within the meaning of the Tax Code) with respect to the Parent; or
- the Non-U.S. Holder is a bank receiving interest described in Section 881(c)(3)(A) of the Tax Code.

If interest paid to a Non-U.S. Holder is effectively connected with the conduct by such Non-U.S. Holder of a trade or business in the United States (and if required by an applicable income tax treaty, such interest is attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States), the Non-U.S. Holder generally will not be subject to U.S. federal withholding tax, provided such Non-U.S. Holder provides a properly executed W-8ECI (or such successor form as the IRS designates) to the applicable withholding agent, as described above, but will be subject to U.S. federal income tax with respect to such interest in the same manner as a U.S. Holder under rules similar to those discussed above with respect to gain that is effectively connected with the conduct of a trade or business in the United States (see “—*Gain Recognition*” above).

A Non-U.S. Holder that does not qualify for the above exemption with respect to interest that is not effectively connected income generally will be subject to withholding of U.S. federal income tax on such interest at a 30% rate, unless such Non-U.S. Holder is entitled to a reduction in or exemption from withholding on such interest as a result of an applicable income tax treaty. To claim such entitlement, the Non-U.S. Holder must provide the applicable withholding agent with a properly executed IRS Form W-8BEN or W-8BEN-E claiming a reduction in or exemption from withholding tax on such payments of interest under the benefit of an income tax treaty between the United States and the country in which the Non-U.S. Holder resides or is established. For purposes of providing a properly executed IRS Form W-8BEN or W-8BEN-E, special procedures are provided under applicable Treasury Regulations for payments through qualified foreign intermediaries or certain financial institutions that hold customers’ securities in the ordinary course of their trade or business.

#### (c) Distributions

As described above, distributions made on account of New Common Stock will constitute dividends for U.S. federal income tax purposes to the extent of the current or accumulated earnings and profits of Reorganized Parent, as determined under U.S. federal income tax principles. Distributions not treated as dividends for U.S. federal income tax purposes will be treated first as a non-taxable return of capital reducing the Non-U.S. Holder’s basis in its New Common Stock. Any excess amount will generally be treated as gain from the sale or exchange of New Common Stock (which is subject to tax only in the circumstances described above).

Except as described below, dividends paid with respect to New Common Stock that are not effectively connected with the Non-U.S. Holder’s conduct of a U.S. trade or business will be subject to U.S. federal withholding tax at a rate of 30% (or lower, if there is an applicable treaty rate or exemption from tax under the applicable income tax treaty). A Non-U.S. Holder generally will be required to satisfy certain IRS certification requirements in order to claim a reduction of or exemption from withholding under a tax treaty by providing the applicable withholding agent with a properly executed IRS Form W-8BEN or W-8BEN-E (or a successor form). Dividends paid



with respect to New Common Stock held by a Non-U.S. Holder that are effectively connected with the Non-U.S. Holder's conduct of a U.S. trade or business (and if an income tax treaty applies, are attributable to a permanent establishment or fixed base maintained by such Non-U.S. Holder in the United States) generally will not be subject to withholding tax if the Non-U.S. Holder provides a properly executed IRS Form W-8ECI (or successor form) to the withholding agent. Instead, such Non-U.S. Holder would be subject to U.S. federal income tax with respect to such dividends in the same manner as a U.S. Holder, and a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to such Non-U.S. Holder's effectively connected earnings and profits that are attributable to the dividends at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty).

(d) Additional Withholding Tax on Payments Made to Foreign Accounts

Withholding taxes may be imposed under Sections 1471 to 1474 of the Tax Code (such Sections commonly referred to as the Foreign Account Tax Compliance Act, or "**FATCA**") on certain types of payments made to non-U.S. financial institutions and certain other non-U.S. entities. Specifically, a 30% withholding tax may be imposed on interest on the Prepetition Notes, dividends (including constructive dividends) on the New Common Stock, or (subject to the proposed Treasury Regulations discussed below), gross proceeds from the sale or other disposition of Prepetition Notes Claims, General Unsecured Claims against Parent or New Common Stock paid to a "foreign financial institution" or a "non-financial foreign entity" (each as defined in the Tax Code), unless (1) the foreign financial institution undertakes certain diligence, reporting and withholding obligations, (2) the non-financial foreign entity either certifies it does not have any "substantial United States owners" (as defined in the Tax Code) or furnishes identifying information regarding each substantial United States owner, or (3) the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from these rules. If the payee is a foreign financial institution and is subject to the diligence, reporting and withholding requirements in (1) above, it must enter into an agreement with the U.S. Department of the Treasury requiring, among other things, that it undertake to identify accounts held by certain "specified United States persons" or "United States-owned foreign entities" (each as defined in the Tax Code), annually report certain information about such accounts, and withhold 30% on certain payments to non-compliant foreign financial institutions and certain other account holders. Foreign financial institutions located in jurisdictions that have an intergovernmental agreement with the United States governing FATCA may be subject to different rules.

Prior to the issuance of proposed Treasury Regulations, withholding under FATCA would have also applied to payments of gross proceeds from the sale or other disposition of Prepetition Notes Claims, General Unsecured Claims against Parent or New Common Stock on or after January 1, 2019. However, the proposed Treasury Regulations eliminate FATCA withholding on payments of gross proceeds entirely. Taxpayers generally may rely on these proposed Treasury Regulations until final Treasury Regulations are issued.

## **5. Accrued Interest**

To the extent a Holder of a Claim receives consideration that is attributable to unpaid accrued interest on the Claim, the Holder may be required to treat such consideration as a payment of interest. In this regard, the Plan provides that distributions in full or partial satisfaction of

Allowed Claims shall be allocated first to the principal amount (as determined for U.S. federal income tax purposes) of Allowed Claims, with any excess allocated to unpaid interest that accrued on such Claims. Notwithstanding the Plan, there is general uncertainty regarding the extent to which the receipt of cash or other property should be treated as attributable to unpaid accrued interest. To the extent any property received pursuant to the Plan is considered attributable to unpaid accrued interest, a Holder will recognize ordinary income to the extent the value of the property exceeds the amount of unpaid accrued interest previously included in gross income by the Holder. A Holder's tax basis in such property (other than cash) should be equal to the amount of interest income treated as satisfied by the receipt of the property, and its holding period in the property should begin on the day after the Effective Date. A Holder generally will be entitled to recognize a loss to the extent any accrued interest previously included in its gross income is not paid in full.

HOLDERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING THE EXTENT TO WHICH CONSIDERATION RECEIVED UNDER THE PLAN SHOULD BE TREATED AS ATTRIBUTABLE TO UNPAID ACCRUED INTEREST, AS WELL AS REGARDING THE CHARACTER OF ANY LOSS RECOGNIZED TO THE EXTENT ANY ACCRUED INTEREST PREVIOUSLY INCLUDED IN GROSS INCOME IS NOT PAID IN FULL.

## **6. Information Reporting and Backup Withholding**

The Debtors and applicable withholding agents will withhold all amounts required by law to be withheld from payments of interest and dividends, whether in connection with distributions under the Plan or in connection with payments made on account of consideration received pursuant to the Plan, and will comply with all applicable information reporting requirements. The IRS may make the information returns reporting such interest and dividends and withholding available to the tax authorities in the country in which a Non-U.S. Holder is resident. In general, information reporting requirements may apply to distributions or payments under the Plan. Additionally, under the backup withholding rules, a Holder may be subject to backup withholding with respect to distributions or payments made pursuant to the Plan unless that Holder: (a) comes within certain exempt categories (which generally include corporations) and, when required, demonstrates that fact; or (b) timely provides a correct taxpayer identification number and certifies under penalty of perjury that the taxpayer identification number is correct and that the Holder is not subject to backup withholding (generally in the form of a properly executed IRS Form W-9 for a U.S. Holder, and, for a Non-U.S. Holder, in the form of a properly executed applicable IRS Form W-8 (or otherwise establishes such Non-U.S. Holder's eligibility for an exemption). Backup withholding is not an additional tax but is, instead, an advance payment that may be refunded to the extent it results in an overpayment of tax; provided that the required information is timely provided to the IRS.

In addition, from an information reporting perspective, Treasury Regulations generally require disclosure by a taxpayer on its U.S. federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, certain transactions that result in the taxpayer's claiming a loss in excess of specified thresholds. Holders are urged to consult their tax advisors regarding these regulations and whether the transactions contemplated by the Plan would be subject to these regulations and require disclosure on the Holders' tax returns.

**THE FOREGOING DISCUSSION OF U.S. FEDERAL INCOME TAX CONSIDERATIONS IS FOR GENERAL INFORMATION PURPOSES ONLY AND IS NOT TAX ADVICE. EACH HOLDER SHOULD CONSULT ITS OWN TAX ADVISOR REGARDING THE FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF THE PLAN DESCRIBED HEREIN. NEITHER THE PROPONENTS NOR THEIR PROFESSIONALS WILL HAVE ANY LIABILITY TO ANY PERSON OR HOLDER ARISING FROM OR RELATED TO THE FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF THE PLAN OR THE FOREGOING DISCUSSION.**

## **XI.**

### **ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN**

#### **A. LIQUIDATION UNDER CHAPTER 7 OF THE BANKRUPTCY CODE**

If the Plan or an alternative chapter 11 plan of reorganization cannot be confirmed, the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code in which case, a trustee would be elected or appointed to liquidate the Debtors' assets. A discussion of the effect a chapter 7 liquidation would have on the recovery of Holders of Claims or Equity Interests is set forth in Section VII.F herein, titled "Statutory Requirements for Confirmation of the Plan." The Debtors believe that liquidation under chapter 7 would result in (i) smaller distributions being made to creditors and equity interest holders entitled to a recovery than those provided for in the Plan based on the liquidation value of the Debtors' assets and because of the additional administrative expenses involved in the appointment of a trustee and attorneys and other professionals to assist such trustee, (ii) additional expenses and claims, some of which would be entitled to priority, which would be generated during the liquidation and from the rejection of unexpired leases and executory contracts in connection with the cessation of the Debtors' operations, and (iii) the failure to realize the greater, going-concern value of all of the Debtors' assets.

#### **B. FILING OF AN ALTERNATIVE PLAN OF REORGANIZATION**

If the Plan is not confirmed, the Debtors or any other party in interest could attempt to formulate a different chapter 11 plan of reorganization. Such a plan might involve either a reorganization and continuation of the Debtors' businesses or an orderly liquidation of the Debtors' assets. As discussed above, during the negotiations prior to the filing of the Chapter 11 Cases and the Plan, the Debtors explored various alternatives to the Plan.

The Debtors believe that the Plan, and the associated Exit Facility, and the Equity Rights Offering enables the Debtors to emerge from chapter 11 successfully and expeditiously, preserving their businesses and allowing their creditors to realize the highest recoveries under the circumstances. In a liquidation under chapter 11 of the Bankruptcy Code, the assets of the Debtors would be sold in an orderly fashion over a more extended period of time than in a liquidation under chapter 7, and a trustee need not be appointed. Accordingly, creditors would receive greater recoveries than in a chapter 7 liquidation. Although a chapter 11 liquidation is preferable to a chapter 7 liquidation, the Debtors believe that a liquidation under chapter 11 is a much less attractive alternative to creditors than the Plan because the Plan provides for a greater return to creditors.

The prolonged continuation of the Chapter 11 Cases is likely to adversely affect the Debtors' businesses and operations. So long as the Chapter 11 Cases continue, senior management of the Debtors will be required to spend a significant amount of time and effort dealing with the Debtors' reorganization instead of focusing exclusively on business operations. In addition, the longer the Chapter 11 Cases continue, the more likely it is that the Debtors' vendors and service providers will lose confidence in the Debtors' ability to reorganize their businesses successfully and will seek to establish alternative commercial relationships. Furthermore, so long as the Chapter 11 Cases continue, the Debtors will be required to incur substantial costs for professional fees and other expenses associated with the proceedings. The prolonged continuation of the Chapter 11 Cases may also result in the termination of the Restructuring Support Agreement which would be value destructive for all parties in interest. In addition, the Debtors may no longer be permitted to use cash collateral on a consensual basis. Under these circumstances, it is unlikely the Debtors could successfully reorganize without damage to their business operations and material decreases in recoveries for creditors.

## **RECOMMENDATION**

In the opinion of the Debtors, the Plan is preferable to the alternatives described in this Disclosure Statement because it provides for a larger distribution to the Debtors' creditors than would otherwise result in a liquidation under chapter 7 of the Bankruptcy Code. In addition, any alternative other than confirmation of the Plan could result in extensive delays and increased administrative expenses resulting in smaller distributions to Holders of Allowed Claims than that which is proposed under the Plan. Accordingly, the Debtors recommend that Holders of Claims entitled to vote on the Plan support confirmation of the Plan and vote to accept the Plan.

Respectfully submitted,

/s/ Westervelt T. Ballard

Superior Energy Services, Inc.

By:

Title:

Dated: December 5, 2020

Prepared by:

### **HUNTON ANDREWS KURTH LLP**

Timothy A. ("Tad") Davidson II (TX Bar No. 24012503)  
Ashley L. Harper (TX Bar No. 24065272)  
Philip M. Guffy (TX Bar No. 24113705)  
600 Travis Street, Suite 4200  
Houston, Texas 77002  
Telephone: 713-220-4200  
Facsimile: 713-220-4285

### **LATHAM & WATKINS LLP**

George A. Davis (*pro hac vice* pending)  
Keith A. Simon (*pro hac vice* pending)  
George Klidonas (*pro hac vice* pending)  
885 Third Avenue  
New York, New York 10022  
Telephone: (212) 906-1200  
Facsimile: (212) 751-4864

*Proposed Counsel to the Debtors and Debtors-in-Possession*

**Exhibit A**

Plan of Reorganization

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

-----	X	
In re:	:	Chapter 11
	:	
SUPERIOR ENERGY SERVICES, INC., <i>et al.</i> , <sup>1</sup>	:	Case No. 20-_____ (____)
	:	
Debtors.	:	(Joint Administration Requested)
	:	
-----	X	

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**JOINT PREPACKAGED PLAN OF REORGANIZATION FOR  
SUPERIOR ENERGY SERVICES, INC. AND ITS AFFILIATE DEBTORS  
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

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**HUNTON ANDREWS KURTH LLP**

Timothy A. (“Tad”) Davidson II (No. 24012503)  
Ashley L. Harper (No. 24065272)  
600 Travis Street, Suite 4200  
Houston, Texas 77002  
Telephone: (713) 220-4200  
Facsimile: (713) 220-4285

**LATHAM & WATKINS LLP**

George A. Davis (*pro hac vice* admission pending)  
Keith A. Simon (*pro hac vice* admission pending)  
George Klidonas (*pro hac vice* admission pending)  
885 Third Avenue  
New York, New York 10022  
Telephone: (212) 906-1200  
Facsimile: (212) 751-4864

*Proposed Counsel for the Debtors and Debtors-in-Possession*

Dated: December 5, 2020  
Houston, Texas

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Superior Energy Services, Inc. (9388), SESI, L.L.C. (4124), Superior Energy Services-North America Services, Inc. (5131), Complete Energy Services, Inc. (9295), Warrior Energy Services Corporation (9424), SPN Well Services, Inc. (2682), Pumpco Energy Services, Inc. (7310), 1105 Peters Road, L.L.C. (4198), Connection Technology, L.L.C. (4128), CSI Technologies, LLC (6936), H.B. Rentals, L.C. (7291), International Snubbing Services, L.L.C. (4134), Stabil Drill Specialties, L.L.C. (4138), Superior Energy Services, L.L.C. (4196), Superior Inspection Services, L.L.C. (4991), Wild Well Control, Inc. (3477), Workstrings International, L.L.C. (0390). The Debtors’ address is 1001 Louisiana Street, Suite 2900, Houston, Texas 77002.



NO CHAPTER 11 CASES HAVE BEEN COMMENCED AT THIS TIME. THIS PREPACKAGED PLAN OF REORGANIZATION, AND THE SOLICITATION MATERIALS ACCOMPANYING THIS PLAN, HAVE NOT BEEN APPROVED BY THE BANKRUPTCY COURT AS CONTAINING “ADEQUATE INFORMATION” WITHIN THE MEANING OF SECTION 1125(a) OF THE BANKRUPTCY CODE. IN THE EVENT THE CHAPTER 11 CASES ARE COMMENCED, THE DEBTORS EXPECT TO PROMPTLY SEEK AN ORDER OF THE BANKRUPTCY COURT (1) APPROVING THE SOLICITATION OF VOTES AS HAVING BEEN IN COMPLIANCE WITH SECTIONS 1126(b) AND 1125(g) OF THE BANKRUPTCY CODE; (2) APPROVING THE ADEQUACY OF THE DISCLOSURE STATEMENT; AND (3) CONFIRMING THE PLAN PURSUANT TO SECTION 1129 OF THE BANKRUPTCY CODE. THE DEBTORS RESERVE THE RIGHT TO CONSUMMATE THE RESTRUCTURING TRANSACTIONS WITHOUT COMMENCING ANY CHAPTER 11 CASES.

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**JOINT PREPACKAGED PLAN OF REORGANIZATION FOR  
SUPERIOR ENERGY SERVICES, INC. AND ITS AFFILIATE DEBTORS  
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

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The above-captioned debtors (each a “**Debtor**” and, collectively, the “**Debtors**”) jointly propose the following prepackaged chapter 11 plan of reorganization (this “**Plan**”) for the resolution of the outstanding Claims (as defined below) against, and Equity Interests (as defined below) in, each of the Debtors. Although proposed jointly for administrative purposes, this Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims against and Equity Interests in each Debtor pursuant to the Bankruptcy Code (as defined below). This Plan is not premised upon the substantive consolidation of the Debtors with respect to the Classes of Claims or Equity Interests set forth in the Plan. The Debtors are the proponents of this Plan within the meaning of section 1129 of the Bankruptcy Code. Reference is made to the Disclosure Statement (as such term is defined herein and distributed contemporaneously herewith) for a discussion of the Debtors’ history, business, results of operations, historical financial information, projections, a summary and analysis of this Plan, the treatment provided for herein and certain related matters. There also are other agreements and documents, which shall be filed with the Bankruptcy Court (as defined below), that are referenced in this Plan or the Disclosure Statement as Exhibits and Plan Schedules. All such Exhibits and Plan Schedules are incorporated into and are a part of this Plan as if set forth in full herein. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code, Bankruptcy Rule 3019 and the terms and conditions set forth in this Plan, the Debtors reserve the right to alter, amend, modify, revoke or withdraw this Plan prior to its substantial consummation.

**ARTICLE I.**

**RULES OF INTERPRETATION, COMPUTATION OF TIME AND DEFINED TERMS**

*A. Rules of Interpretation; Computation of Time*

For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender; (b) subject to the terms of the Restructuring Support Agreement, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced item shall be substantially in that form or substantially on those terms and conditions; (c) except as otherwise provided herein, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document shall mean as it may be amended, restated, modified or supplemented from time to time; (d) any reference to a Person or an Entity as a Holder of a Claim or an Equity Interest includes that Person’s or Entity’s respective successors and assigns; (e) unless otherwise specified, all references herein to “Articles,” “Sections,” “Exhibits” and “Plan Schedules” are references to Articles, Sections, Exhibits and Plan Schedules hereof or hereto; (f) unless otherwise stated, the words “herein,” “hereof,” “hereunder” and “hereto” refer to this Plan in its entirety rather than

to a particular portion of this Plan; (g) subject to the provisions of any contract, certificate of incorporation, by-law, instrument, release, indenture, or other agreement or document entered into in connection with this Plan and except as expressly provided in Article XII.D of this Plan, the rights and obligations arising pursuant to this Plan shall be governed by, and construed and enforced in accordance with the applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (h) except as otherwise specifically provided herein or the Restructuring Support Agreement, any provision in this Plan, the Exhibits and Plan Schedules hereto, and the Plan Supplement shall be in form and substance consistent in all respects with the Restructuring Support Agreement and subject to all consent and consultation rights of the parties thereto (as specified in the Restructuring Support Agreement) in all respects; (i) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (j) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply to this Plan; (k) references to a specific article, section, or subsection of any statute, rule, or regulation expressly referenced herein shall, unless otherwise specified, include any amendments to or successor provisions of such article, section, or subsection; (l) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (m) references to “shareholders,” “directors,” and/or “officers” shall also include “members” and/or “managers,” as applicable, as such terms are defined under the applicable state limited liability company laws; (n) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; and (o) the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words “without limitation.” Except as otherwise specifically provided in this Plan to the contrary, references in this Plan to “the Debtors” or to “the Reorganized Debtors” shall mean “the Debtors and the Reorganized Debtors,” as applicable, to the extent the context requires.

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to this Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

## ***B. Defined Terms***

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form herein:

“*510(b) Equity Claim*” means any Claim subordinated pursuant to section 510(b) of the Bankruptcy Code.

“*Accredited Cash Opt-Out Noteholder*” means a Cash Opt-Out Noteholder who (a) is an “*accredited investor*” (within the meaning of Rule 501(a) under the Securities Act (as defined below)) or a “*qualified institutional buyer*” (within the meaning of Rule 144A of the Securities Act), and (b) holds at least \$1,000 in principal amount of Prepetition Notes.

“*Accrued Professional Compensation*” means, with respect to a particular Professional, an Administrative Claim of such Professional for compensation for services rendered or

reimbursement of costs, expenses or other charges incurred on or after the Petition Date and prior to and including the Effective Date.

“*Ad Hoc Noteholder Group*” means that certain ad hoc group of Holders of the Prepetition Notes represented by the Ad Hoc Noteholder Group Professionals.

“*Ad Hoc Noteholder Group Fees and Expenses*” means all unpaid reasonable and documented fees and out-of-pocket expenses of the Ad Hoc Noteholder Group Professionals incurred in connection with the Chapter 11 Cases or in furtherance of the Plan.

“*Ad Hoc Noteholder Group Professionals*” means, collectively, (a) Davis Polk & Wardwell LLP and Porter Hedges LLP, as legal counsel to the Ad Hoc Noteholder Group, (b) Evercore Group L.L.C., as financial advisor to the Ad Hoc Noteholder Group, and (c) any other advisors to the Ad Hoc Noteholder Group.

“*Administrative Claim*” means a Claim for costs and expenses of administration incurred during the Chapter 11 Cases that are Allowed under sections 503(b), 507(a)(2), 507(b) or 1114(e)(2) of the Bankruptcy Code, including, without limitation: (a) any actual and necessary costs and expenses incurred on or after the Petition Date and prior to and including the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) Professional Fee Claims and any other compensation for legal, financial, advisory, accounting, and other services and reimbursement of expenses Allowed by the Bankruptcy Court under sections 328, 330, 331 or 503(b) of the Bankruptcy Code to the extent incurred on or after the Petition Date and prior to and including the Effective Date; (c) all fees and charges assessed against the Estates under section 1930, chapter 123, of title 28, United States Code; (d) all requests for compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases Allowed pursuant to sections 503(b)(3), (4) and (5) of the Bankruptcy Code; and (e) the Cure Claim Amounts.

“*Affiliate*” means an “affiliate,” as defined in section 101(2) of the Bankruptcy Code; *provided*, that with respect to any Entity that is not a Debtor, the term “Affiliate” shall apply to such Entity as if such Entity were a Debtor.

“*Affiliate Debtor(s)*” means, individually or collectively, any Debtor or Debtors other than Parent.

“*Allowed*” means, with respect to a Claim or Equity Interest: (a) any Claim or Equity Interest as to which no objection to allowance has been interposed (either in the Bankruptcy Court or in the ordinary course of business) on or before the applicable time period fixed by applicable non-bankruptcy law or such other applicable period of limitation fixed by the Bankruptcy Code, the Bankruptcy Rules or the Bankruptcy Court, or as to which any objection has been determined by a Final Order, either before or after the Effective Date, to the extent such objection is determined in favor of the respective Holder; (b) any Claim or Equity Interest as to which the liability of the Debtors and the amount thereof are determined by a Final Order of a court of competent jurisdiction other than the Bankruptcy Court, either before or after the Effective Date; or (c) any Claim or Equity Interest expressly deemed Allowed by this Plan.



*“Amended/New Corporate Governance Documents”* means, as applicable, the amended and restated or new applicable corporate governance documents (including, without limitation, the bylaws, certificates of incorporation, LLC agreements, stockholders agreements, registration rights agreements and other governance documents, as applicable) of the Reorganized Debtors in substantially the form Filed with the Plan Supplement, which documents shall be acceptable to the Required Consenting Noteholders, in consultation with the Debtors, and consistent with the Restructuring Support Agreement.

*“Avoidance Actions”* means any and all actual or potential avoidance, recovery, subordination or similar actions or remedies that may be brought by and on behalf of the Debtors or their Estates under the Bankruptcy Code or applicable non-bankruptcy law, including, without limitation, actions or remedies arising under chapter 5 of the Bankruptcy Code or under similar local, state, federal or foreign statutes and common law, including fraudulent transfer, conveyance laws or similar laws.

*“Ballots”* means the ballots accompanying the Disclosure Statement upon which Holders of Impaired Claims entitled to vote shall, among other things, indicate their acceptance or rejection of this Plan in accordance with this Plan and the procedures governing the solicitation process, and which must be actually received by the Voting and Claims Agent on or before the Voting Deadline.

*“Bankruptcy Code”* means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time and as applicable to the Chapter 11 Cases.

*“Bankruptcy Court”* means the United States Bankruptcy Court for the Southern District of Texas, having jurisdiction over the Chapter 11 Cases and, to the extent of the withdrawal of any reference under section 157 of title 28 of the United States Code and/or the Order of the United States District Court for the Southern District of Texas pursuant to section 157(a) of title 28 of the United States Code, the United States District Court for the Southern District of Texas.

*“Bankruptcy Rules”* means the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, in each case as amended from time to time and as applicable to the Chapter 11 Cases.

*“Business Day”* means any day, other than a Saturday, Sunday or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

*“Cash”* means the legal tender of the United States of America or the equivalent thereof, including bank deposits, checks and cash equivalents, as applicable.

*“Cash Opt-Out Noteholder”* means a Holder of Prepetition Notes Claims that validly and timely elects on or before the Voting Deadline, in accordance with the instructions set forth on the Ballot provided to such Holder, to affirmatively opt-out of the Cash Payout and, in lieu of receiving its Pro Rata portion of the Cash Payout, (a) receive its Pro Rata portion of the New Common Stock and (b) become eligible to exercise its Subscription Rights, to the extent such Holder is an Accredited Cash Opt-Out Noteholder; *provided* that all Consenting Noteholders shall be Cash Opt-Out Noteholders.

“*Cash Payout*” means Cash in an aggregate amount equal to 2.00% of the principal due under the Prepetition Notes held by all Cash Payout Noteholders.

“*Cash Payout Noteholder*” means a Holder of Prepetition Notes Claims that is not a Cash Opt-Out Noteholder.

“*Causes of Action*” means any and all claims, causes of action (including Avoidance Actions), controversy, demands, right, lien, indemnity, guaranty, suit, loss, debt, damage, judgment, account, defense, remedy, power, privilege, proceeding, actions, suits, obligations, liabilities, cross-claims, counterclaims, offsets, or setoffs of any kind or character whatsoever, in each case whether known or unknown, contingent or non-contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, suspected or unsuspected, foreseen or unforeseen, direct or indirect, choate or inchoate, existing or hereafter arising, under statute, in contract, in tort, in law, or in equity, or pursuant to any other theory of law, federal or state, whether asserted or assertable directly or derivatively in law or equity or otherwise by way of claim, counterclaim, cross-claim, third party action, action for indemnity or contribution or otherwise, based in whole or in part upon any act or omission or other event occurring prior to the Petition Date or during the course of the Chapter 11 Cases, including through the Effective Date.

“*Chapter 11 Case(s)*” means (a) when used with reference to a particular Debtor, the case under chapter 11 of the Bankruptcy Code that shall be commenced by such Debtor in the Bankruptcy Court, and (b) when used with reference to all Debtors, the cases under chapter 11 of the Bankruptcy Code that shall be commenced by the Debtors in the Bankruptcy Court.

“*Claim*” means any “claim” (as defined in section 101(5) of the Bankruptcy Code) against any Debtor, whether or not assessed or Allowed.

“*Claims Register*” means the official register of Claims and Equity Interests maintained by the Voting and Claims Agent.

“*Class*” means a category of Holders of Claims or Equity Interests as set forth in Article III hereof pursuant to section 1122(a) of the Bankruptcy Code.

“*Collateral*” means any property or interest in property of the Debtors’ Estates that is subject to a valid and enforceable Lien to secure a Claim.

“*Committee*” means the official committee of unsecured creditors appointed in the Chapter 11 Cases, if any.

“*Confirmation*” means the occurrence of the Confirmation Date, subject to all conditions specified in Article IX of this Plan having been satisfied or waived pursuant to Article IX of this Plan.

“*Confirmation Date*” means the date on which the clerk of the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court in the Chapter 11 Cases.

“*Confirmation Hearing*” means the combined hearing held by the Bankruptcy Court pursuant to sections 105(d)(2)(B)(vi) and 1128 of the Bankruptcy Code and paragraph M of the

Procedures for Complex Cases in the Southern District of Texas to consider (a) final approval of the Disclosure Statement under sections 1125 and 1126(b) of the Bankruptcy Code and (b) confirmation of this Plan, as such hearing may be adjourned or continued from time to time with the consent of the Required Consenting Noteholders.

“*Confirmation Order*” means the order of the Bankruptcy Court (a) approving the Disclosure Statement on a final basis and (b) confirming this Plan pursuant to sections 1125, 1126(b) and 1129 of the Bankruptcy Code, which order shall be acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement.

“*Consenting Noteholders*” has the meaning set forth in the Restructuring Support Agreement.

“*Consummation*” means the occurrence of the Effective Date.

“*Cure Claim Amount*” has the meaning set forth in Article VI.B of this Plan.

“*D&O Liability Insurance Policies*” means all insurance policies (including, without limitation, the D&O Tail Policy, any general liability policies, any errors and omissions policies, and, in each case, any agreements, documents, or instruments related thereto) maintained by the Debtors as of the Effective Date for liabilities against any of the Debtors’ respective directors, managers, and officers.

“*D&O Tail Policy*” means the extension of any of the D&O Liability Insurance Policies for any period beyond the end of the policy period, and for claims based on conduct occurring prior to the Effective Date, including but not limited to that certain directors’ & officers’ liability insurance policy purchased by the Debtors on or about December 3, 2020.

“*Debtor Release*” has the meaning set forth in Article X.B hereof.

“*Debtor Releasing Parties*” has the meaning set forth in Article X.B hereof.

“*Delayed-Draw Term Loan Facility*” means that certain \$200,000,000 Delayed-Draw Term Loan Facility described in the Delayed-Draw Term Loan Commitment Letter.

“*Delayed-Draw Term Loan Commitment Letter*” means the commitment letter governing the Delayed-Draw Term Loan Facility and entered into by Parent and the Delayed-Draw Commitment Parties on September 30, 2020, as amended, supplemented or otherwise modified from time to time.

“*Delayed-Draw Commitment Parties*” means those Prepetition Noteholders that are parties to the Delayed-Draw Term Loan Commitment Letter and have agreed, pursuant to the Delayed-Draw Term Loan Commitment Letter, to provide the Delayed-Draw Term Loan Facility, each in its respective capacity as such.

“*DIP Agent*” means JPMorgan Chase Bank, N.A., or its duly appointed successor, in its capacity as administrative agent and collateral agent under the DIP Agreement.

“*DIP Agreement*” means that certain Senior Secured Debtor-In-Possession Credit Agreement, dated as of December [•], 2020, by and among the Debtors, the DIP Agent, and the DIP Lenders, as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof prior to the Effective Date.

“*DIP Contingent Obligations*” means all contingent obligations not due and payable under the DIP Documents on the Effective Date, including any and all indemnification and expense reimbursement obligations of the Debtors that are contingent as of the Effective Date.

“*DIP Documents*” means the “Loan Documents” as defined in the DIP Agreement, in each case as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof prior to the Effective Date.

“*DIP Facility Claims*” means any and all Claims arising from, under, or in connection with the DIP Agreement or any of the DIP Documents.

“*DIP Final Order*” means that certain *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection to Prepetition ABL Secured Parties, (V) Modifying Automatic Stay, and (VII) Granting Related Relief* entered by the Bankruptcy Court on [•], 2020 (Docket No. [•]), as amended, supplemented or modified from time to time.

“*DIP Interim Order*” means that certain *Interim Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection to Prepetition ABL Secured Parties, (V) Modifying Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* entered by the Bankruptcy Court on [•], 2020 (Docket No. [•]), as amended, supplemented or modified from time to time.

“*DIP Lenders*” means, collectively, the banks, financial, institutions, and other lenders party to the DIP Agreement from time to time, and each arranger, bookrunner, syndication agent, manager, and documentation agent party to the DIP Agreement from time to time.

“*DIP Liens*” means the Liens securing the payment of the DIP Super-Priority Claims.

“*DIP Orders*” means, collectively, the DIP Interim Order and the DIP Final Order.

“*DIP Required Lenders*” shall mean the “Required Lenders” as defined in the DIP Agreement.

“*DIP Super-Priority Claims*” means any and all Claims arising from, under, or in connection with the DIP Agreement or any other DIP Documents, including Claims for all principal amounts outstanding, interest, fees, expenses, costs, and other charges and all other “Obligations” as defined in the DIP Agreement.

“*Disclosure Statement*” means that certain *Disclosure Statement for the Joint Prepackaged Plan of Reorganization for Superior Energy Services, Inc. and its Affiliate Debtors under Chapter*

11 of the Bankruptcy Code, dated as of December 5, 2020 (as amended, supplemented, or modified from time to time and including all exhibits and schedules thereto and references therein that relate to this Plan and as approved by the Disclosure Statement Interim Order or Confirmation Order).

“*Disclosure Statement Interim Order*” means that certain Order (I) Conditionally Approving Disclosure Statement, (II) Scheduling Combined Hearing on (A) Adequacy Of Disclosure Statement and (B) Confirmation of Plan, (III) Establishing Deadline to Object to Disclosure Statement and Plan and Form of Notice Thereof, (IV) Approving Solicitation Procedures and Forms of Ballots and Notice of Non-Voting Status, (V) Conditionally Waiving Requirement of Filing Schedules and Statements and of Convening Section 341 Meeting of Creditors, and (IV) Granting Related Relief, entered by the Bankruptcy Court on [●], 2020 (Docket No. [●]), as amended, supplemented or modified from time to time, which, among other things, conditionally approves the Disclosure Statement, on an interim basis, and approves the Equity Rights Offering Procedures.

“*Disputed*” means any Claim or any portion thereof, that has not been Allowed, but has not been disallowed pursuant to this Plan or a Final Order of the Bankruptcy Court or other court of competent jurisdiction.

“*Distribution Agent*” means the Reorganized Debtors or any party designated by the Reorganized Debtors to serve as distribution agent under this Plan. For purposes of distributions under this Plan to the Holders of Allowed DIP Super-Priority Claims, Allowed Prepetition Credit Agreement Claims and Allowed Prepetition Notes Claims, the DIP Agent, the Prepetition Credit Agreement Agent, and the Prepetition Notes Indenture Trustee, respectively, shall be and shall act as the Distribution Agent.

“*Distribution Record Date*” means the date for determining which Holders of Claims and Equity Interests are eligible to receive distributions under this Plan, which date shall be the Effective Date or such other date acceptable to the Required Consenting Noteholders. The Distribution Record Date shall not apply to securities of the Debtors deposited with DTC, the holders of which shall receive a distribution in accordance with Article VII of this Plan and, as applicable, the customary procedures of DTC.

“*DTC*” means the Depository Trust Company.

“*Effective Date*” means the first Business Day on which the conditions specified in Article IX of this Plan have been satisfied or waived in accordance with the terms of Article IX.

“*Entity*” means an “entity” as defined in section 101(15) of the Bankruptcy Code.

“*Equity Interest*” means (a) any Equity Security or other ownership interest in any Debtor, including, without limitation, all issued, unissued, authorized or outstanding units, shares of stock and other ownership interests, together with (i) any options, warrants or contractual rights to purchase or acquire any such Equity Securities at any time with respect to any Debtor, and all rights arising with respect thereto and (ii) the rights of any Person or Entity to purchase or demand the issuance of any of the foregoing and shall include: (1) conversion, exchange, voting, participation, and dividend rights; (2) liquidation preferences; (3) options, warrants, and call and

put rights; (4) share-appreciation rights; and (5) all Unexercised Equity Interests, in each case, as in existence immediately prior to the Effective Date; and (b) any 510(b) Equity Claim, in each case, as in existence immediately prior to the Effective Date.

*“Equity Rights Offering”* means that certain offering of Subscription Rights exercisable solely by electing Accredited Cash Opt-Out Noteholders, to purchase the New Common Stock on a Pro Rata basis for up to an aggregate amount equal to the Equity Rights Offering Amount.

*“Equity Rights Offering Amount”* means an amount equal to the cash proceeds of the Equity Rights Offering, which amount shall not exceed the amount of the Cash Payout.

*“Equity Rights Offering Procedures”* means the procedures for the implementation of the Equity Rights Offering as approved in the Disclosure Statement Interim Order.

*“Equity Rights Offering Shares”* means the shares of New Common Stock issued pursuant to the Equity Rights Offering.

*“Equity Security”* means an “equity security” as defined in section 101(16) of the Bankruptcy Code.

*“Estate(s)”* means, individually, the estate of each of the Debtors and, collectively, the estates of all of the Debtors created under section 541 of the Bankruptcy Code.

*“Exchange Act”* means the Securities Exchange Act of 1934, 15 U.S.C. §§ 78a *et seq.*, as now in effect or hereafter amended, and any rules and regulations promulgated thereunder.

*“Excluded Parties”* means, collectively, (i) any director, officer, manager, or employee of the Debtors that did not serve in such capacity on or after the Restructuring Support Agreement Effective Date or (ii) any other entity named as a defendant in a pending suit by the Debtors.

*“Exculpated Parties”* means, collectively, in each case in their capacities as such:

- (a) the Debtors;
- (b) the Reorganized Debtors;
- (c) the Prepetition Credit Agreement Agent and the Prepetition Credit Agreement Lenders;
- (d) the DIP Agent;
- (e) the DIP Lenders;
- (f) the Prepetition Notes Indenture Trustee;
- (g) the Ad Hoc Noteholder Group and the members thereof;
- (h) the Consenting Noteholders;



- (i) the Delayed-Draw Commitment Parties;
- (j) the Distribution Agents;
- (k) each Exit Facility Agent;
- (l) the Exit Facility Lenders; and
- (m) with respect to each of the foregoing Persons and Entities in clauses (a) through (l), each such Person's and Entity's respective Related Persons, in each case solely in their capacity as such.

"*Exculpation*" means the exculpation provision set forth in Article X.E hereof.

"*Executory Contract*" means a contract to which any Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

"*Exhibit*" means an exhibit annexed to either this Plan or as an appendix to the Disclosure Statement (as such exhibits are amended, modified or otherwise supplemented from time to time).

"*Exit ABL Facility*" means a secured asset-based revolving credit facility, if any, entered into on the Effective Date in accordance with the Restructuring Documents and the Restructuring Support Agreement.

"*Exit DDTL Facility*" means a delayed-draw term loan facility up to \$200 million, if any, that may be provided by the Delayed-Draw Commitment Parties upon the terms and subject to the conditions of the Delayed-Draw Term Loan Commitment Letter and entered into on the Effective Date in accordance with the Restructuring Documents and the Delayed-Draw Term Loan Commitment Letter.

"*Exit Facility*" means any Exit ABL Facility and/or the Exit DDTL Facility, as applicable.

"*Exit Facility Agent*" means the administrative agent and collateral agent under any Exit Facility Credit Agreement, solely in its capacity as such.

"*Exit Facility Credit Agreement*" means each credit agreement in respect of the Exit Facility, in substantially the form as Filed, or consistent with a term sheet as Filed, with the Plan Supplement, the terms and conditions of which are acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement.

"*Exit Facility Lenders*" means the lenders under each Exit Facility Credit Agreement, solely in their respective capacities as such.

"*Exit Facility Loan Documents*" means each Exit Facility Credit Agreement and any other guarantee, security agreement, deed of trust, mortgage, and other documents (including UCC financing statements), contracts, and agreements entered into with respect to, or in connection with, the applicable Exit Facility Credit Agreement.



“*File*” or “*Filed*” or “*Filing*” means file, filed or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

“*Final Order*” means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the subject matter, as entered on the docket in any Chapter 11 Case or the docket of any court of competent jurisdiction, and as to which the time to appeal, or seek certiorari or move for a new trial, reargument, or rehearing has expired and no appeal or petition for certiorari or other proceedings for a new trial, reargument, or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be timely filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument, or rehearing shall have been denied, resulted in no stay pending appeal of such order, or has otherwise been dismissed with prejudice; provided, however, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order shall not preclude such order from being a Final Order.

“*General Unsecured Claim*” means any Claim that is not a/an: Administrative Claim; DIP Facility Claim; Professional Fee Claim; Priority Tax Claim; Secured Tax Claim; Other Priority Claim; Other Secured Claim; Intercompany Claim; Prepetition Debt Claim; or 510(b) Equity Claim.

“*Governmental Unit*” means a “governmental unit” as defined in section 101(27) of the Bankruptcy Code.

“*Holder*” means a Person or an Entity holding a Claim or Equity Interest, as the context requires.

“*Impaired*” means, when used in reference to a Claim or Equity Interest, a Claim or Equity Interest that is “impaired” within the meaning of section 1124 of the Bankruptcy Code.

“*Indemnification Provisions*” means, collectively, each of the provisions in place as of the Restructuring Support Agreement Effective Date (whether in bylaws, certificates of formation or incorporation, board resolutions, employment contracts or otherwise) whereby any Debtor agrees to indemnify, reimburse, provide contribution or advance fees and expenses to or for the benefit of, defend, exculpate, or limit the liability of, any Indemnified Party.

“*Indemnified Parties*” means each of the Debtors’ and their respective subsidiaries’ directors, officers, and managers in their respective capacities as such that served in such capacity on or after the Restructuring Support Agreement Effective Date and is not an Excluded Party.

“*Insurance and Surety Contracts*” means all insurance policies and all surety bonds and related agreements of indemnity that have been issued at any time to, or provide coverage to, any of the Debtors and all agreements, documents, or instruments relating thereto.

“*Intercompany Claim*” means any Claim against any of the Debtors held by another Debtor, other than an Administrative Claim.

*“Intercompany Equity Interest”* means direct and indirect Equity Interests in a Debtor (other than Parent) held by another Debtor.

*“Lien”* means a “lien” as defined in section 101(37) of the Bankruptcy Code, and, with respect to any property or asset, includes, without limitation, any mortgage, lien, pledge, charge, security interest or other encumbrance of any kind, or any other type of preferential arrangement that has the practical effect of creating a security interest, in respect of such property or asset.

*“Local Rules”* means the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Southern District of Texas.

*“New Board”* means the initial board of directors of Reorganized Parent to be put in place on and as of the Effective Date in accordance with the Restructuring Support Agreement. The members of the initial board of directors of Reorganized Parent, if known, shall be identified in the Plan Supplement.

*“New Common Stock”* means the new common stock of Reorganized Parent to be issued pursuant to this Plan and the Amended/New Corporate Governance Documents.

*“New Common Stock Pool”* means 100% of the New Common Stock issued and outstanding on the Effective Date. For the avoidance of doubt, from and after the Effective Date, the New Common Stock Pool shall be subject to dilution by the New MIP Equity.

*“New Management Incentive Plan”* has the meaning set forth in Article V.H of this Plan.

*“New MIP Equity”* means the New Common Stock or other equity interests issued from time to time pursuant to or in connection with the New Management Incentive Plan.

*“New Registration Rights Agreement”* means, if applicable, the registration rights agreement with respect to the New Common Stock, in substantially the form Filed with the Plan Supplement, which agreement shall contain terms and conditions which are acceptable to the Required Consenting Noteholders, in consultation with the Debtors.

*“New Stockholders Agreement”* means, if applicable, that certain stockholders agreement of Reorganized Parent, in substantially the form Filed with the Plan Supplement, which agreement shall contain terms and conditions acceptable to the Required Consenting Noteholders, in consultation with the Debtors.

*“Non-Debtor Releasing Parties”* means, collectively, in each case in their capacities as such:

- (a) the Prepetition Credit Agreement Agent and the Prepetition Credit Agreement Lenders;
- (b) the DIP Agent;
- (c) the DIP Lenders;

- (d) the Prepetition Notes Indenture Trustee;
- (e) the Ad Hoc Noteholder Group and the members thereof;
- (f) the Consenting Noteholders;
- (g) the Delayed-Draw Commitment Parties;
- (h) the Distribution Agents;
- (i) each Exit Facility Agent;
- (j) the Exit Facility Lenders;
- (k) those Holders of Claims presumed to accept this Plan that do not affirmatively opt out of the Third Party Release;
- (l) the Holders of Claims and Old Parent Interests that vote to accept this Plan;
- (m) the Releasing Old Parent Interestholders; and
- (n) the Prepetition Noteholders that are not Consenting Noteholders and do not affirmatively opt out of the Third Party Release.

“*Notice*” has the meaning set forth in Article XII.K of this Plan.

“*Notice of Non-Voting Status*” means that form of notice sent to Holders of Claims and Equity Interests in Classes 1-4, 8, 10 and 12 notifying them of, among other things, their non-voting status and providing them with the opportunity to opt out of the Third Party Releases.

“*Old Parent Interest*” means the Equity Interests in Parent, as in existence immediately prior to the Effective Date.

“*Other Priority Claim*” means any Claim accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim, an Administrative Claim or a DIP Facility Claim.

“*Other Secured Claim*” means any Secured Claim other than an Administrative Claim, Secured Tax Claim, DIP Facility Claim, or Prepetition Credit Agreement Claim.

“*Parent*” means Superior Energy Services, Inc., as a debtor-in-possession in these Chapter 11 Cases.

“*Parent GUC Recovery Cash Pool*” means Cash in the aggregate amount equal to \$125,000.

“*Parent Subsidiary*” means each direct and indirect, wholly-owned subsidiary of Parent.

“*Person*” means a “person” as defined in section 101(41) of the Bankruptcy Code and also includes any natural person, corporation, general or limited partnership, limited liability company, firm, trust, association, government, governmental agency or other Entity, whether acting in an individual, fiduciary or other capacity.

“*Petition Date*” means the date on which the Debtors commence the Chapter 11 Cases.

“*Plan*” means this *Joint Prepackaged Plan of Reorganization for Superior Energy Services, Inc. and its Affiliate Debtors under Chapter 11 of the Bankruptcy Code*, dated December 5, 2020, including the Exhibits and all supplements, appendices, and schedules thereto (including any appendices, exhibits, schedules, and supplements to this Plan that are contained in the Plan Supplement), either in its present form or as the same may be amended, supplemented, or modified from time to time.

“*Plan Objection Deadline*” means the date and time by which objections to Confirmation and Consummation of this Plan must be Filed with the Bankruptcy Court.

“*Plan Schedule*” means a schedule annexed to this Plan or an appendix to the Disclosure Statement (as amended, modified or otherwise supplemented from time to time).

“*Plan Securities*” has the meaning set forth in Article V.I of this Plan.

“*Plan Securities and Documents*” has the meaning set forth in Article V.I of this Plan.

“*Plan Supplement*” means, collectively, the compilation of term sheets, documents and forms of documents, and all exhibits, attachments, schedules, agreements, documents and instruments referred to therein, ancillary or otherwise, including, without limitation, the Exhibits and Plan Schedules, all of which are incorporated by reference into, and are an integral part of, this Plan, as all of the same may be amended, supplemented, or modified from time to time at any time prior to the Effective Date. The Plan Supplement shall be in form and substance reasonably acceptable to the Debtors and the Required Consenting Noteholders and shall be Filed initially with the Bankruptcy Court at least seven (7) days prior to the Confirmation Hearing.

“*Prepetition Credit Agreement*” means that certain Fifth Amended and Restated Credit Agreement, dated as of October 20, 2017, by and among SESI, L.L.C., as borrower, Parent, the Prepetition Credit Agreement Agent, and the Prepetition Credit Agreement Lenders, as amended, supplemented, or modified from time to time prior to the Petition Date.

“*Prepetition Credit Agreement Agent*” means JPMorgan Chase Bank, N.A., in its capacity as administrative agent under the Prepetition Credit Agreement.

“*Prepetition Credit Agreement Claims*” means any and all Claims arising from, under or in connection with the Prepetition Credit Agreement (including, without limitation, any and all “Rate Management Obligations,” “Specified Cash Management Obligations” and other “Obligations” as defined therein) or any other Prepetition Loan Document relating to the Prepetition Credit Agreement.

“*Prepetition Credit Agreement Lenders*” means the lenders party to the Prepetition Credit Agreement from time to time.

“*Prepetition Credit Agreement Liens*” means the Liens securing the Prepetition Credit Agreement Claims.

“*Prepetition Debt Claims*” means, collectively, the Prepetition Credit Agreement Claims and the Prepetition Notes Claims.

“*Prepetition Debt Documents*” means, collectively, the Prepetition Credit Agreement, the Prepetition Loan Documents, the Prepetition Notes and the Prepetition Notes Indentures.

“*Prepetition Loan Documents*” means the “Loan Documents” as defined in the Prepetition Credit Agreement, in each case as amended, supplemented, or modified from time to time prior to the Petition Date.

“*Prepetition Noteholders*” means, collectively, the record holders of and owners of beneficial interests in the Prepetition Notes.

“*Prepetition Notes*” means, collectively, those certain 7.125% senior unsecured notes due 2021 (the “**2021 Notes**”) and those certain 7.750% senior unsecured notes due 2024 (the “**2024 Notes**”) issued by SESI, L.L.C. pursuant to the applicable Prepetition Notes Indentures, in an aggregate principal amount of \$1.30 billion.

“*Prepetition Notes Claims*” means any and all Claims arising from, under, or in connection with the Prepetition Notes, the Prepetition Notes Indentures or any document or agreement related to the Prepetition Notes or the Prepetition Notes Indentures.

“*Prepetition Notes Indentures*” means, collectively, (a) that certain Indenture, dated as of December 6, 2011, by and among SESI, L.L.C., as issuer, each of the guarantors party thereto from time to time, the Prepetition Notes Indenture Trustee, and the Prepetition Noteholders party thereto from time to time, governing the issuance of the 2021 Notes, and (b) that certain Indenture, dated as of August 17, 2017, by and among SESI, L.L.C., as issuer, each of the guarantors party thereto from time to time, the Prepetition Notes Indenture Trustee, and the Prepetition Noteholders party thereto from time to time, governing the issuance of the 2024 Notes, in each case as amended, restated, modified, supplemented, or replaced from time to time prior to the Petition Date.

“*Prepetition Notes Indenture Trustee*” means The Bank of New York Mellon Trust Company, N.A., solely in its capacity as indenture trustee and in each other capacity for which it serves under or in connection with the Prepetition Notes Indentures; provided that if the context requires only certain of the foregoing capacities, then only in such capacity(ies).

“*Prepetition Notes Indenture Trustee Charging Lien*” means any Lien or other priority in payment arising prior to the Effective Date to which the Prepetition Notes Indenture Trustee is entitled, pursuant to the Prepetition Notes Indentures, against distributions to be made to Holders of Allowed Prepetition Notes Claims for payment of any Prepetition Notes Indenture Trustee Fees and Expenses.

“*Prepetition Notes Indenture Trustee Fees and Expenses*” means the reasonable and documented compensation, fees, expenses, disbursements and indemnity claims incurred by the Prepetition Notes Indenture Trustee, including without limitation, attorneys’ and agents’ fees, expenses and disbursements, incurred by the Prepetition Notes Indenture Trustee, whether prior to or after the Petition Date and whether prior to or after consummation of this Plan, in each case to the extent payable or reimbursable under the Prepetition Notes Indentures.

“*Priority Tax Claim*” means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

“*Pro Rata*” means the proportion that an Allowed Claim or Allowed Equity Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Equity Interests in such Class.

“*Professional*” means any Person or Entity retained by the Debtors or the Committee in the Chapter 11 Cases pursuant to section 327, 328, 363, and/or 1103 of the Bankruptcy Code (other than an ordinary course professional).

“*Professional Fee Claim*” means a Claim for Accrued Professional Compensation under sections 328, 330, 331, or 503 of the Bankruptcy Code.

“*Professional Fee Claim Reserve*” means the reserve established and maintained in an amount reasonably determined by the Reorganized Debtors, in consultation with the Required Consenting Noteholders, from Cash on hand existing immediately prior to the Effective Date to pay in full in Cash the Professional Fee Claims incurred on or prior to the Effective Date, as and when such claims become Allowed; provided, however, that the Required Consenting Noteholders shall have the right to challenge the reasonableness of any such amount.

“*Professional Fees Bar Date*” means the Business Day that is forty-five (45) days after the Effective Date or such other date as approved by Final Order of the Bankruptcy Court.

“*Regulation D*” means Regulation D promulgated under the Securities Act.

“*Regulation S*” means Regulation S promulgated under the Securities Act.

“*Related Persons*” means, with respect to any Person or Entity, such Person’s or Entity’s respective predecessors, successors, assigns and present and former Affiliates (whether by operation of law or otherwise) and subsidiaries, and each of their respective current and former officers, directors, principals, employees, shareholders, members (including *ex officio* members and managing members), managers, managed accounts or funds, management companies, fund advisors, advisory or subcommittee board members, partners, agents, financial advisors, attorneys, accountants, investment bankers, investment advisors, consultants, representatives, and other professionals, and any Person or Entity claiming by or through any of them, including such Related Persons’ respective heirs, executors, estates, servants, and nominees; provided, however, that no insurer of any Debtor shall constitute a Related Person.

“*Release*” means the release given by the Releasing Parties to the Released Parties as set forth in Article X.B hereof.

“*Released Party*” means, collectively:

- (a) the Debtors;
- (b) the Reorganized Debtors;
- (c) the Prepetition Credit Agreement Agent and the Prepetition Credit Agreement Lenders;
- (d) the DIP Agent;
- (e) the DIP Lenders;
- (f) the Prepetition Notes Indenture Trustee;
- (g) the Ad Hoc Noteholder Group and the members thereof in their capacities as such;
- (h) the Consenting Noteholders;
- (i) the Delayed-Draw Commitment Parties;
- (j) the Distribution Agents;
- (k) each Exit Facility Agent;
- (l) the Exit Facility Lenders;
- (m) the Releasing Old Parent Interestholders; and
- (n) with respect to each of the foregoing Persons and Entities in clauses (a) through (m), each such Person’s and Entity’s respective Related Persons, in each case solely in their capacity as such; provided, however, that the Released Parties shall not include any Excluded Parties.

“*Releasing Old Parent Interestholder*” means a Holder of an Old Parent Interest that does not affirmatively opt out of the Third Party Release, as provided on its Notice of Non-Voting Status.

“*Releasing Party*” has the meaning set forth in Article X.B hereof.

“*Reorganization Steps Overview*” means the description of the steps of the Restructuring Transactions, substantially in the form Filed with the Plan Supplement in form and substance reasonably acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement.

“*Reorganized Debtors*” means, subject to the Restructuring Transactions, the Debtors as reorganized pursuant to this Plan on or after the Effective Date, and their respective successors.



“*Reorganized Parent*” means, subject to the Restructuring Transactions, Superior Energy Services, Inc., as reorganized pursuant to this Plan on the Effective Date, and its successors.

“*Required Consenting Noteholders*” has the meaning set forth in the Restructuring Support Agreement.

“*Restructuring Documents*” means, collectively, the documents and agreements (and the exhibits, schedules, annexes and supplements thereto) necessary to implement, or entered into in connection with, this Plan, including, without limitation, the Plan Supplement, the Exhibits, the Plan Schedules, the Reorganization Steps Overview, the Equity Rights Offering Procedures, the Amended/New Corporate Governance Documents, the Exit Credit Agreements, and, in each case, all documents and agreements related thereto, all of which Restructuring Documents shall be in form and substance reasonably acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement.

“*Restructuring Support Agreement*” means that certain Amended and Restated Restructuring Support Agreement, dated as of December 4, 2020, by and among the Debtors and the Consenting Noteholders (as amended, supplemented or modified from time to time).

“*Restructuring Support Agreement Effective Date*” means September 29, 2020.

“*Restructuring Term Sheet*” means the term sheet attached as Exhibit A to the Restructuring Support Agreement.

“*Restructuring Transactions*” has the meaning ascribed thereto in Article V of this Plan.

“*Retained Litigation Claims*” means the claims, rights of action, suits or proceedings, whether in law, equity, or otherwise, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, that any Debtor or any Estate may hold against any Person or Entity, including, without limitation, the Causes of Action of the Debtors or their Estates, in each case solely to the extent of the Debtors’ or their Estates’ interest therein. A non-exclusive list of the Retained Litigation Claims held by the Debtors as of the Effective Date shall be Filed with the Plan Supplement, which shall be deemed to include any derivative actions filed against any Debtor as of the Effective Date.

“*Schedules*” means the schedules of assets and liabilities, schedules of Executory Contracts, and statement of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code and the applicable Bankruptcy Rules, as such Schedules may be amended, modified, or supplemented from time to time, if any such Schedules are required to be Filed by order of the Bankruptcy Court.

“*SEC*” means the U.S. Securities and Exchange Commission.

“*Secured Claim*” means a Claim that is secured by a Lien on property in which any of the Debtors’ Estates have an interest or that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the Claim holder’s interest in such Estate’s interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to

section 506(a) of the Bankruptcy Code or, in the case of setoff, pursuant to section 553 of the Bankruptcy Code.

“*Secured Tax Claim*” means any Secured Claim which, absent its secured status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code.

“*Securities Act*” means the Securities Act of 1933, 15 U.S.C. §§ 77c-77aa, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

“*Specified Employee Plans*” has the meaning set forth in Article VI.G of this Plan.

“*Stamp or Similar Tax*” means any stamp tax, recording tax, conveyance fee, intangible or similar tax, mortgage tax, personal or real property tax, real estate transfer tax, sales tax, use tax, transaction privilege tax (including, without limitation, such taxes on prime contracting and owner-builder sales), privilege taxes (including, without limitation, privilege taxes on construction contracting with regard to speculative builders and owner builders), and other similar taxes or fees imposed or assessed by any Governmental Unit.

“*Subscription Rights*” means the right to participate in the Equity Rights Offering as set forth in the Equity Rights Offering Procedures.

“*Third Party Release*” has the meaning set forth in Article X.B hereof.

“*Unexercised Equity Interests*” means any and all unexercised options, performance, stock units, restricted stock units, restricted stock awards, warrants, calls, rights, puts, awards, commitments, or any other agreements, arrangements, or commitments of any character, kind, or nature to acquire, exchange for, or convert into an Old Parent Interest, as in existence immediately prior to the Effective Date.

“*Unexpired Lease*” means a lease to which any Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

“*Unimpaired*” means, with respect to a Class of Claims or Equity Interests, a Claim or an Equity Interest that is “unimpaired” within the meaning of section 1124 of the Bankruptcy Code.

“*Unused Cash Reserve Amount*” means the remaining Cash, if any, in the Professional Fee Claim Reserve after all obligations and liabilities for which such reserve was established are paid, satisfied, and discharged in full in Cash or are disallowed by Final Order in accordance with this Plan.

“*Voting and Claims Agent*” means Kurtzman Carson Consultants LLC, in its capacity as solicitation, notice, claims and balloting agent for the Debtors.

“*Voting Classes*” means Classes 5, 6 and 7.

“*Voting Deadline*” means the date and time, as such date and time may be extended, by which all Ballots must be received by the Voting and Claims Agent in accordance with the Disclosure Statement Interim Order.

“*Voting Record Date*” means the date for determining which Holders of Claims in the Voting Classes are entitled, as applicable, to receive the Disclosure Statement and to vote to accept or reject this Plan, which date is December 3, 2020.

## ARTICLE II.

### ADMINISTRATIVE, DIP FACILITY, AND PRIORITY TAX CLAIMS

#### A. *Administrative Claims*

Subject to sub-paragraph 1 below, on the later of the Effective Date or the date on which an Administrative Claim becomes an Allowed Administrative Claim, or, in each such case, as soon as practicable thereafter, each Holder of an Allowed Administrative Claim (other than an Allowed Professional Fee Claim) shall receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim either (i) Cash equal to the amount of such Allowed Administrative Claim; or (ii) such other less favorable treatment as to which the Debtors (with the consent of the Required Consenting Noteholders) or Reorganized Debtors, as applicable, and the Holder of such Allowed Administrative Claim shall have agreed upon in writing; provided, however, that Administrative Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court.

##### 1. Professional Fee Claims

Professionals or other Entities asserting a Professional Fee Claim for services rendered before the Effective Date must File and serve on counsel to the Reorganized Debtors, counsel to the Ad Hoc Noteholder Group and such other Entities who are designated in the Confirmation Order an application for final allowance of such Professional Fee Claim no later than the Professional Fees Bar Date; provided that no application or notice to or order of the Bankruptcy Court shall be required in order for the Reorganized Debtors to pay Professionals for any work performed after the Effective Date, including those reasonable and documented fees and expenses incurred by Professionals in connection with the implementation and consummation of this Plan.

Objections to any Professional Fee Claim must be Filed and served on counsel to the Reorganized Debtors, counsel to the Ad Hoc Noteholder Group and the requesting party by no later than twenty-one (21) days after the Filing of the applicable final request for payment of the Professional Fee Claim. Each Holder of an Allowed Professional Fee Claim shall be paid in full in Cash by the Reorganized Debtors, first from the Professional Fee Claim Reserve, within five (5) Business Days after entry of the order approving such Allowed Professional Fee Claim. The Reorganized Debtors shall not commingle any funds contained in the Professional Fee Claim Reserve and shall use such funds to pay only the Professional Fee Claims, as and when allowed by order of the Bankruptcy Court. Notwithstanding anything to the contrary contained in this Plan, the failure of the Professional Fee Claim Reserve to satisfy in full the Professional Fee Claims shall not, in any way, operate or be construed as a cap or limitation on the amount of Professional Fee Claims due and payable by the Reorganized Debtors. The Professional Fee Claim Reserve shall be maintained in trust for the Professionals and shall not be considered property of the Debtors’ Estates; provided that the Reorganized Debtors shall have a reversionary interest in the

Unused Cash Reserve Amount. To the extent that funds held in the Professional Fee Claim Reserve do not or are unable to satisfy the full amount of the Allowed Professional Fee Claims, such Professionals shall have an Allowed Administrative Claim for any such deficiency, which shall be satisfied in full in Cash in accordance with Article II.A of this Plan.

*B. DIP Super-Priority Claims*

The DIP Super-Priority Claims shall be Allowed in the full amount due and owing under the DIP Documents, including all principal, accrued and accruing postpetition interest, costs, fees and expenses. On the Effective Date, the Allowed DIP Super-Priority Claims shall, in full satisfaction, settlement, discharge and release of, and in exchange for such the DIP Super-Priority Claims, be indefeasibly paid in full in Cash from the proceeds of each Exit Facility, and the DIP Liens shall be deemed discharged, released, and terminated for all purposes without further action of or by any Person or Entity, or shall be deemed by the Confirmation Order to continue so as to secure the Exit Facility, as the case may be; provided that the DIP Contingent Obligations shall survive the Effective Date on an unsecured basis and shall be paid by the Reorganized Debtors as and when due, provided further that any Allowed DIP Super-Priority Claims related to letters of credit issued and outstanding as of the Effective Date, or to cash management obligations or hedging obligations in existence on the Effective Date, may be deemed outstanding under the Exit ABL Facility or receive such other treatment as may be acceptable to the Debtors, the DIP Agent and the Required Consenting Noteholders.

*C. Priority Tax Claims*

Subject to Article VIII hereof, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Priority Tax Claim shall receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Priority Tax Claim, at the election of the Debtors or Reorganized Debtors, as applicable: (i) Cash equal to the amount of such Allowed Priority Tax Claim; (ii) such other less favorable treatment as to which the Debtors (with the consent of the Required Consenting Noteholders) or Reorganized Debtors, as applicable, and the Holder of such Allowed Priority Tax Claim have agreed upon in writing; (iii) such other treatment such that it shall not be Impaired pursuant to section 1124 of the Bankruptcy Code; or (iv) pursuant to and in accordance with sections 1129(a)(9)(C) and 1129(a)(9)(D) of the Bankruptcy Code, Cash in an aggregate amount of such Allowed Priority Tax Claim payable in regular installment payments over a period ending not more than five (5) years after the Petition Date, plus simple interest at the rate required by applicable non-bankruptcy law on any outstanding balance from the Effective Date, or such lesser rate as is agreed to in writing by a particular taxing authority and the Debtors or Reorganized Debtors, as applicable, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code; provided, however, that Priority Tax Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court. Any installment payments to be made under clause (iii) or (iv) above shall be made in equal quarterly Cash payments beginning on the Effective Date (or as soon as reasonably practicable thereafter), and continuing on a quarterly basis until payment in full of the applicable Allowed Priority Tax Claim.

### ARTICLE III.

#### CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS

##### A. *Summary*

This Plan constitutes a separate plan of reorganization for each Debtor. All Claims and Equity Interests, except Administrative Claims, DIP Super-Priority Claims, and Priority Tax Claims, are placed in the Classes set forth below. For all purposes under this Plan, each Class shall contain sub-Classes for each of the Debtors (*i.e.*, there shall be twelve (12) Classes for each Debtor); provided, that any Class that is vacant as to a particular Debtor shall be treated in accordance with Article III.D below.

The categories of Claims and Equity Interests listed below classify Claims and Equity Interests for all purposes, including, without limitation, for voting, confirmation and distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. This Plan deems a Claim or Equity Interest to be classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remaining portion of such Claim or Equity Interest qualifies within the description of such different Class. A Claim or Equity Interest is in a particular Class only to the extent that any such Claim or Equity Interest is Allowed in that Class and has not been paid, released, disallowed or otherwise settled prior to the Effective Date.

##### Summary of Classification and Treatment of Classified Claims and Equity Interests

<u>Class</u>	<u>Claim/Equity Interest</u>	<u>Status</u>	<u>Voting Rights</u>
1.	Other Priority Claims	Unimpaired	Presumed to Accept
2.	Other Secured Claims	Unimpaired	Presumed to Accept
3.	Secured Tax Claims	Unimpaired	Presumed to Accept
4.	Prepetition Credit Agreement Claims	Unimpaired	Presumed to Accept
5.	<b><i>Prepetition Notes Claims Against Parent</i></b>	<b><i>Impaired</i></b>	<b><i>Entitled to Vote</i></b>
6.	<b><i>General Unsecured Claims Against Parent</i></b>	<b><i>Impaired</i></b>	<b><i>Entitled to Vote</i></b>
7.	<b><i>Prepetition Notes Claims Against Affiliate Debtors</i></b>	<b><i>Impaired</i></b>	<b><i>Entitled to Vote</i></b>
8.	General Unsecured Claims Against Affiliate Debtors	Unimpaired	Presumed to Accept

<b>Class</b>	<b>Claim/Equity Interest</b>	<b>Status</b>	<b>Voting Rights</b>
9.	Intercompany Claims	Unimpaired	Presumed to Accept
10.	Old Parent Interests	Impaired	Deemed to Reject
11.	Intercompany Equity Interests	Unimpaired	Presumed to Accept
12.	510(b) Equity Claims	Impaired	Deemed to Reject

**B. *Classification and Treatment of Claims and Equity Interests***

**1. Class 1 - Other Priority Claims**

- (a) *Classification:* Class 1 consists of the Other Priority Claims.
- (b) *Treatment:* Subject to Article VIII hereof, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Class 1 Claim shall receive in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 1 Claim, at the election of the Debtors or Reorganized Debtors, as applicable (with the consent of the Required Consenting Noteholders): (A) Cash equal to the amount of such Allowed Class 1 Claim; (B) such other less favorable treatment as to which the Debtors or Reorganized Debtors, as applicable, and the Holder of such Allowed Class 1 Claim shall have agreed upon in writing; or (C) such other treatment such that it shall not be impaired pursuant to section 1124 of the Bankruptcy Code; provided, however, that Class 1 Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with the terms and conditions of any agreements relating thereto without further notice to or order of the Bankruptcy Court.
- (c) *Voting:* Class 1 is an Unimpaired Class, and the Holders of Claims in Class 1 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 1 are not entitled to vote to accept or reject this Plan. Holders of Claims in Class 1 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting-out of the Third Party Releases.

**2. Class 2 - Other Secured Claims**

- (a) *Classification:* Class 2 consists of the Other Secured Claims. Class 2 consists of separate subclasses for each Other Secured Claim.



- (b) *Treatment:* Subject to Article VIII hereof, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Class 2 Claim shall receive in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 2 Claim, at the election of the Debtors or Reorganized Debtors, as applicable (with the consent of the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement): (A) Cash equal to the amount of such Allowed Class 2 Claim; (B) such other less favorable treatment as to which the Debtors or Reorganized Debtors, as applicable, and the Holder of such Allowed Class 2 Claim shall have agreed upon in writing; (C) the Collateral securing such Allowed Class 2 Claim; or (D) such other treatment such that it shall not be impaired pursuant to section 1124 of the Bankruptcy Code; provided, however, that Class 2 Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with the terms and conditions of any agreements relating thereto without further notice to or order of the Bankruptcy Court.
- (c) *Voting:* Class 2 is an Unimpaired Class, and the Holders of Claims in Class 2 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 2 are not entitled to vote to accept or reject this Plan. Holders of Claims in Class 2 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting-out of the Third Party Releases.

### 3. Class 3 - Secured Tax Claims

- (a) *Classification:* Class 3 consists of the Secured Tax Claims.
- (b) *Treatment:* Subject to Article VIII hereof, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Class 3 Claim shall receive in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 3 Claim, at the election of the Debtors or Reorganized Debtors, as applicable (with the consent of the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement): (A) Cash equal to the amount of such Allowed Class 3 Claim; (B) such other less favorable treatment as to which the Debtors or Reorganized Debtors, as applicable, and the Holder of such Allowed Class 3 Claim shall have agreed upon in writing; (C) the Collateral securing such Allowed Class 3 Claim; (D) such other treatment such that it shall not be impaired pursuant to section 1124 of the Bankruptcy Code; or (E) pursuant to and in accordance with sections 1129(a)(9)(C) and 1129(a)(9)(D) of the Bankruptcy Code, Cash in an aggregate amount of such Allowed Class 3 Claim payable in regular installment payments over a period ending not more than five (5) years after the Petition Date, plus simple interest at the rate required by applicable non-bankruptcy law on any



outstanding balance from the Effective Date, or such lesser rate as is agreed to in writing by a particular taxing authority and the Debtors or Reorganized Debtors, as applicable, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code; provided, however, that Class 3 Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court. Any installment payments to be made under clause (D) or (E) above shall be made in equal quarterly Cash payments beginning on the Effective Date (or as soon as reasonably practicable thereafter), and continuing on a quarterly basis until payment in full of the applicable Allowed Class 3 Claim.

- (c) *Voting:* Class 3 is an Unimpaired Class, and the Holders of Claims in Class 3 shall be conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Claims in Class 3 are not entitled to vote to accept or reject this Plan. Holders of Claims in Class 3 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases.

#### 4. Class 4 – Prepetition Credit Agreement Claims

- (a) *Classification:* Class 4 consists of the Prepetition Credit Agreement Claims.
- (b) *Allowance:* The Prepetition Credit Agreement Claims are deemed Allowed in the aggregate principal amount of \$47,357,275, plus accrued and unpaid interest thereon.
- (c) *Treatment:* On the Effective Date, the Allowed Prepetition Credit Agreement Claims, other than Prepetition Credit Agreement Claims related to any outstanding letters of credit, shall, in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Claims, be indefeasibly paid in full in Cash. To the extent any Prepetition Credit Agreement Claims related to letters of credit issued and outstanding, cash management obligations, or hedging obligations, in each case, as of the Effective Date under the Prepetition Credit Agreement, have not been deemed outstanding under the DIP Facility pursuant to the DIP Orders, such Claims shall in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Claims either be (i) in the case of Claims in respect of letters of credit, 105% cash collateralized, (ii) be deemed outstanding under the Exit ABL Facility, or (iii) receive such other treatment as may be acceptable to the Debtors, the Prepetition Credit Agreement Agent, the Issuing Lenders if applicable (as defined in the Prepetition Credit Agreement) and the Required Consenting Noteholders.

- (d) *Voting:* Class 4 is an Unimpaired Class, and the Holders of Claims in Class 4 shall be conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Claims in Class 4 are not entitled to vote to accept or reject this Plan. Holders of Claims in Class 4 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases

5. Class 5 – Prepetition Notes Claims Against Parent

- (a) *Classification:* Class 5 consists of the Prepetition Notes Claims against Parent only.
- (b) *Allowance:* The Prepetition Notes Claims against Parent are deemed Allowed in the aggregate principal amount of \$1.30 billion, plus accrued and unpaid interest thereon, consisting of:
  - (i) \$800 million in aggregate principal amount, plus accrued and unpaid interest on account of the 2021 Notes; and
  - (ii) \$500 million in aggregate principal amount, plus accrued and unpaid interest on account of the 2024 Notes.
- (c) *Treatment:* On, or as soon as reasonably practicable after, the Effective Date, each Holder of an Allowed Prepetition Notes Claim against Parent shall receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim, its Pro Rata share (calculated together with the Claims in Class 6) of the Parent GUC Recovery Cash Pool; *provided* that the Holders of the Prepetition Notes Claims against Parent shall waive any distribution from the Parent GUC Recovery Cash Pool.
- (d) *Voting:* Class 5 is Impaired, and Holders of Claims in Class 5 are entitled to vote to accept or reject this Plan.

***The foregoing is offered to Class 5 solely for settlement purposes under Rule 408 of the Federal Rules of Evidence and analogous state law, and such settlement is conditioned on the Bankruptcy Court confirming this Plan and the occurrence of the Effective Date.***

6. Class 6 – General Unsecured Claims Against Parent

- (a) *Classification:* Class 6 consists of the General Unsecured Claims against Parent only.
- (b) *Treatment:* Subject to Article VIII hereof, on, or as soon as reasonably practicable after, the Effective Date, each Holder of an Allowed General Unsecured Claim against Parent shall receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim, its Pro Rata share (calculated together with the Claims in Class 5) of the Parent GUC Recovery Cash Pool.

- (c) *Voting:* Class 6 is Impaired, and Holders of Claims in Class 6 are entitled to vote to accept or reject this Plan.

***The foregoing is offered to Class 6 solely for settlement purposes under Rule 408 of the Federal Rules of Evidence and analogous state law, and such settlement is conditioned on the Bankruptcy Court confirming this Plan and the occurrence of the Effective Date.***

7. Class 7 - Prepetition Notes Claims Against Affiliate Debtors

- (a) *Classification:* Class 7 consists of the Prepetition Notes Claims against any Affiliate Debtor.
- (b) *Allowance:* The Prepetition Notes Claims against any Affiliate Debtor are deemed Allowed in the aggregate principal amount of \$1.30 billion, plus accrued and unpaid interest thereon, consisting of:
- (i) \$800 million in aggregate principal amount, plus accrued and unpaid interest on account of the 2021 Notes; and
  - (ii) \$500 million in aggregate principal amount, plus accrued and unpaid interest on account of the 2024 Notes.
- (c) *Treatment:* On the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Prepetition Notes Claim against any Affiliate Debtor shall receive, in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Claim, its Pro Rata share of:
- (i) the Cash Payout, or
  - (ii) solely to the extent that such Holder timely and validly elects to be a Cash Opt-Out Noteholder on the Ballot provided to such Holder or is otherwise deemed to be a Cash Opt-Out Noteholder, (A) 100% of the New Common Stock Pool, subject to dilution from and after the Effective Date on account of the New MIP Equity, and (B), to the extent such Holder is an Accredited Cash Opt-Out Noteholder, Subscription Rights.

In order to opt out of the Cash Payout with respect to all or any portion of its Allowed Prepetition Notes Claim, such applicable Prepetition Noteholder will be required to tender the underlying Prepetition Notes into a contra-CUSIP pursuant to DTC's ATOP procedures at the time such Holder submits its Ballot, and Prepetition Notes that are tendered into the contra-CUSIP may no longer be transferable.

Notwithstanding anything to the contrary herein, the Cash Payout is contingent upon the consummation of the Equity Rights Offering, and in the event that the Equity Rights Offering is not consummated, no Cash

Payout will be distributed to any Holder of an Allowed Prepetition Notes Claim and each Holder of Allowed Prepetition Notes Claims shall receive the distribution set forth in subsection (ii) above, regardless of whether such Holder timely and validly elected to be a Cash Opt-Out Noteholder.

*Voting:* Class 7 is Impaired, and Holders of Claims in Class 7 are entitled to vote to accept or reject this Plan.

8. Class 8 – General Unsecured Claims Against Affiliate Debtors

- (a) *Classification:* Class 8 consists of the General Unsecured Claims against any Affiliate Debtor.
- (b) *Treatment:* The legal, equitable, and contractual rights of the holders of General Unsecured Claims against any Affiliate Debtor are unaltered by this Plan. Except to the extent that a holder of a General Unsecured Claim against any Affiliate Debtor agrees to a different treatment, on and after the Effective Date, the Debtors shall continue to pay (if Allowed) or dispute each General Unsecured Claim against any Affiliate Debtor in the ordinary course of business in accordance with applicable law.
- (c) *Voting:* Class 8 is an Unimpaired Class, and the Holders of Claims in Class 8 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 8 are not entitled to vote to accept or reject this Plan. Holders of Claims in Class 8 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases.

9. Class 9 – Intercompany Claims

- (a) *Classification:* Class 9 consists of the Intercompany Claims.
- (b) *Treatment:* Subject to the Restructuring Transactions, the Intercompany Claims shall be adjusted, reinstated, compromised, or cancelled in such manner as is acceptable to the Required Consenting Noteholders, in consultation with the Debtors.
- (c) *Voting:* Class 9 is an Unimpaired Class and the Holders of Claims in Class 9 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 9 are not entitled to vote to accept or reject this Plan.

#### 10. Class 10 – Old Parent Interests

- (a) *Classification:* Class 10 consists of the Old Parent Interests.
- (b) *Treatment:* The Old Parent Interests shall be discharged and terminated on and as of the Effective Date without any distribution or retaining any property on account of such Equity Interests.
- (c) *Voting:* Class 10 is an Impaired Class and the Holders of Old Parent Interests in Class 10 are conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, the Holders of Old Parent Interests in Class 10 are not entitled to vote to accept or reject this Plan. Holders of Old Parent Interests in Class 10 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases.

#### 11. Class 11 – Intercompany Equity Interests

- (a) *Classification:* Class 11 consists of Intercompany Equity Interests.
- (b) *Treatment:* Subject to the Restructuring Transactions, the Intercompany Equity Interests shall remain effective and outstanding on the Effective Date and shall be owned and held by the same applicable Person or Entity that held and/or owned such Intercompany Equity Interests immediately prior to the Effective Date.
- (c) *Voting:* Class 11 is an Unimpaired Class and the Holders of Equity Interests in Class 11 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Equity Interests in Class 11 are not entitled to vote to accept or reject this Plan.

#### 12. Class 12 – 510(b) Equity Claims

- (a) *Classification:* Class 12 consists of the 510(b) Equity Claims.
- (b) *Treatment:* The 510(b) Equity Claims shall be discharged and terminated on and as of the Effective Date without any distribution or retaining any property on account of such Claims.
- (c) *Voting:* Class 12 is an Impaired Class and the Holders of Claims in Class 12 are conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 12 are not entitled to vote to accept or reject this Plan. Holders of Claims in Class 12 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases.

#### C. *Special Provision Governing Unimpaired Claims*

Except as otherwise provided herein, nothing under this Plan shall affect or limit the Debtors' or the Reorganized Debtors' rights and defenses (whether legal or equitable) in respect of any Unimpaired Claims, including, without limitation, all rights in respect of legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claims.

*D. Elimination of Vacant Classes*

Any Class of Claims that is not occupied as of the commencement of the Confirmation Hearing by an Allowed Claim or a claim temporarily allowed under Bankruptcy Rule 3018, or as to which no vote is cast, shall be deemed eliminated from this Plan for purposes of voting to accept or reject this Plan and for purposes of determining acceptance or rejection of this Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

**ARTICLE IV.**

**ACCEPTANCE OR REJECTION OF THE PLAN**

*A. Presumed Acceptance of Plan*

Classes 1-4, 8, 9 and 11 are Unimpaired under this Plan. Therefore, the Holders of Claims or Equity Interests in such Classes are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code and are not entitled to vote to accept or reject this Plan.

*B. Deemed Rejection of Plan*

Classes 10 and 12 are Impaired and Holders of Old Parent Interests and 510(b) Equity Claims in Classes 10 and 12, respectively, are not entitled to receive or retain any property under this Plan. Accordingly, under section 1126(g) of the Bankruptcy Code, the votes of Holders of Old Parent Interests and 510(b) Equity Claims shall not be solicited, and such Holders are deemed to reject this Plan.

*C. Voting Classes*

Classes 5, 6, and 7 are Impaired and entitled to vote under this Plan. The Holders of Claims in Classes 5, 6 and 7 as of the Voting Record Date are entitled to vote to accept or reject this Plan.

*D. Acceptance by Impaired Class of Claims*

Pursuant to section 1126(c) of the Bankruptcy Code and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims has accepted this Plan if the Holders of at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Allowed Claims in such Class actually voting have voted to accept this Plan.

*E. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code; Cram Down*

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of this Plan by Class 5 or Class 7. The Debtors request confirmation of this Plan under section 1129(b) of the Bankruptcy Code with respect to any Impaired Class that does not accept this Plan pursuant to section 1126 of the Bankruptcy Code. The Debtors reserve the right,



in accordance with the terms of the Restructuring Support Agreement, to modify this Plan or any Exhibit or Plan Schedule in order to satisfy the requirements of section 1129(b) of the Bankruptcy Code, if necessary.

*F. Votes Solicited in Good Faith*

The Debtors have, and upon the Confirmation Date shall be deemed to have, solicited votes on this Plan from the Voting Classes in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including, without limitation, sections 1125 and 1126 of the Bankruptcy Code, and any applicable non-bankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with the solicitation. Accordingly, the Debtors, the Reorganized Debtors, and each of their respective Related Parties shall be entitled to, and upon the Confirmation Date are hereby granted, the protections of section 1125(e) of the Bankruptcy Code.

## ARTICLE V.

### MEANS FOR IMPLEMENTATION OF THE PLAN

*A. Restructuring Transactions*

Without limiting any rights and remedies of the Debtors or Reorganized Debtors under this Plan or applicable law, but in all cases subject to the terms and conditions of the Restructuring Support Agreement and the Restructuring Documents and any consents or approvals required thereunder, the entry of the Confirmation Order shall constitute authorization for the Reorganized Debtors to take, or to cause to be taken, all reasonable actions necessary or appropriate to consummate and implement the provisions of this Plan, including but not limited to the actions set forth in the Reorganization Steps Overview, on and after the Confirmation Date, including such reasonable actions set forth in the Reorganization Steps Overview as may be necessary or appropriate to effectuate a corporate restructuring of their respective businesses, to otherwise simplify the overall corporate structure of the Reorganized Debtors, or to reincorporate certain of the Debtors under the laws of jurisdictions other than the laws of which the applicable Debtors are presently formed or incorporated. Such restructuring may include one or more mergers, amalgamations, consolidations, restructures, dispositions, liquidations, dissolutions, or creations of one or more new Entities, as may be reasonably determined by the Debtors or Reorganized Debtors to be necessary or appropriate (with the consent of the Required Consenting Noteholders), set forth in the steps described in the Reorganization Steps Overview, but in all cases subject to the terms and conditions of this Plan, the Restructuring Documents, the Restructuring Support Agreement, and any consents or approvals required hereunder or thereunder (collectively, the **“Restructuring Transactions”**).

All such Restructuring Transactions taken, or caused to be taken, shall be deemed to have been authorized and approved by the Bankruptcy Court upon the entry of the Confirmation Order. The actions to effectuate the Restructuring Transactions may include: (i) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, disposition, liquidation, or dissolution containing terms that are consistent with the terms of this Plan and that satisfy the applicable requirements of applicable state law and such other terms to which the applicable Entities may agree; (ii) the execution and delivery of



appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, duty, or obligation on terms consistent with the terms of this Plan and having such other terms to which the applicable Entities may agree; (iii) the filing of appropriate certificates or articles of merger, amalgamation, consolidation, or dissolution pursuant to applicable state law; (iv) the creation of one or more new Entities; and (v) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable state law in connection with such transactions, in each case in form and substance reasonably acceptable to the Required Consenting Noteholders and to the extent necessary to implement this Plan or as set forth in the Reorganization Steps Overview, and in all cases subject to the terms and conditions of the Restructuring Support Agreement, this Plan and the Restructuring Documents and any consents or approvals required thereunder.

*B. Continued Corporate Existence*

Subject to the Restructuring Transactions permitted by Article V of this Plan, after the Effective Date, the Reorganized Debtors shall continue to exist as separate legal Entities in accordance with the applicable law in the respective jurisdiction in which they are incorporated or formed and pursuant to their respective certificates or articles of incorporation and by-laws, or other applicable corporate governance documents, in effect immediately prior to the Effective Date, except to the extent such certificates or articles of incorporation and by-laws, or other applicable corporate governance documents, are amended, restated or otherwise modified under this Plan (subject to such amendment, restatement, or replacement being in accordance with applicable law of the Debtor's jurisdiction of incorporation), including pursuant to the Amended/New Corporate Governance Documents, in each case in form and substance reasonably acceptable to the Required Consenting Noteholders. Notwithstanding anything to the contrary herein, the Claims against a particular Debtor or Reorganized Debtor shall remain the obligations solely of such Debtor or Reorganized Debtor and shall not become obligations of any other Debtor or Reorganized Debtor solely by virtue of this Plan or the Chapter 11 Cases.

*C. Vesting of Assets in the Reorganized Debtors Free and Clear of Liens and Claims*

Except as otherwise expressly provided in this Plan, the Confirmation Order, or any Restructuring Document, pursuant to sections 1123(a)(5), 1123(b)(3), 1141(b) and (c) and other applicable provisions of the Bankruptcy Code, on and after the Effective Date, all property and assets of the Estates of the Debtors, including all claims, rights, and Retained Litigation Claims of the Debtors, and any other assets or property acquired by the Debtors or the Reorganized Debtors during the Chapter 11 Cases or under or in connection with this Plan (other than the Claims or Causes of Action subject to the Debtor Release, Professional Fee Claim Reserve and any rejected Executory Contracts and/or Unexpired Leases), shall vest in each of the Reorganized Debtors free and clear of all Claims, Liens, charges, and other encumbrances, subject to the Liens which survive the occurrence of the Effective Date as described in Article III of this Plan (including, without limitation, the Liens that secure the Exit Facilities). On and after the Effective Date, each of the Reorganized Debtors may (i) operate their respective businesses, (ii) use, acquire, and dispose of their respective property and (iii) compromise or settle any Claims, in each case without notice to, supervision of or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, other than restrictions expressly imposed by this Plan or the Confirmation Order.

*D. Exit Facility Loan Documents*

On the Effective Date, the Debtors and the Reorganized Debtors, as applicable, shall be authorized to execute and deliver, and to consummate the transactions contemplated by, the Exit Facility Loan Documents, in each case in form and substance acceptable to the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement and, in the case of an Exit DDTL Facility, the Delayed-Draw Term Loan Commitment Letter and to the applicable Exit Facility Lenders and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity (other than as expressly required by the applicable Exit Facility Loan Documents or as set forth as conditions precedent in the DIP Facility). On the Effective Date, each Exit Facility Loan Document shall constitute legal, valid, binding and authorized indebtedness and obligations of the Reorganized Debtors party thereto, enforceable in accordance with its respective terms and such indebtedness and obligations shall not be, and shall not be deemed to be, enjoined or subject to discharge, impairment, release or avoidance under this Plan, the Confirmation Order or on account of the Confirmation or Consummation of this Plan.

*E. New Common Stock; Book Entry*

On the Effective Date, subject to the terms and conditions of this Plan and the Restructuring Transactions and as described more fully in the Reorganization Steps Overview, Reorganized Parent shall issue the New Common Stock pursuant to this Plan and the Amended/New Corporate Governance Documents. For the avoidance of doubt, no distributions shall be made to Holders of Unexercised Equity Interests under this Plan, and any such Unexercised Equity Interests shall be deemed automatically terminated and cancelled as of the Effective Date.

Distributions of the New Common Stock may be made by delivery or book-entry transfer thereof by the applicable Distribution Agent in accordance with this Plan and the Amended/New Corporate Governance Documents. Upon the Effective Date, after giving effect to the transactions contemplated hereby, the authorized share capital or other equity securities of Reorganized Parent shall be that number of shares of New Common Stock as may be designated in the Amended/New Corporate Governance Documents.

*F. Listing of New Securities; SEC Reporting*

Prior to the Effective Date, the Required Consenting Noteholders shall determine, in consultation with the Debtors, whether to list the New Common Stock for trading on the New York Stock Exchange, the NASDAQ Capital Market, the NASDAQ Global Market, or any other national securities exchange selected by the Required Consenting Noteholders and reasonably acceptable to the Debtors, with such listing, if any, to be effective on, or as soon as reasonably practicable after, the Effective Date.

The Required Consenting Noteholders, in consultation with the Debtors, shall determine whether the Reorganized Debtors shall maintain their current status and continue as a public reporting company under applicable U.S. securities laws and shall continue to file annual, quarterly and current reports in accordance with the Exchange Act, as amended, and the rules and regulations promulgated thereunder.

*G. New Stockholders Agreement; New Registration Rights Agreement*

Subject to the Restructuring Transactions permitted by Article V.A of this Plan, on the Effective Date, Reorganized Parent shall enter into, if applicable, the New Stockholders Agreement and, if applicable, the New Registration Rights Agreement, each of which shall become effective and binding in accordance with its terms and conditions upon the parties thereto, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity (other than as expressly required by the New Stockholders Agreement and the New Registration Rights Agreement, as applicable).

On and as of the Effective Date, all of the Holders of New Common Stock shall be deemed to be parties to the New Stockholders Agreement, if any, without the need for execution by such Holder. The New Stockholders Agreement, if any, shall be binding on all Persons or Entities receiving, and all Holders of, the New Common Stock (and their respective successors and assigns), whether such New Common Stock is received or to be received on or after the Effective Date and regardless of whether such Person or Entity executes or delivers a signature page to the New Stockholders Agreement.

*H. New Management Incentive Plan*

The New Board shall be authorized to implement a management incentive plan (the “**New Management Incentive Plan**”) that provides for the issuance of options and/or other equity-based compensation to the management and directors of Reorganized Parent. Up to ten percent (10%) of the New Common Stock, on a fully diluted basis, shall be reserved for issuance in connection with the New Management Incentive Plan, with the actual amount to be reserved as determined by the New Board. The participants in the New Management Incentive Plan, the allocations and form of the options and other equity-based compensation to such participants (including the amount of allocations and the timing of the grant of the options and other equity-based compensation), and the terms and conditions of such options and other equity-based compensation (including vesting, exercise prices, base values, hurdles, forfeiture, repurchase rights and transferability) shall be determined by the New Board. Any shares of New MIP Equity shall dilute equally the shares of New Common Stock otherwise distributed pursuant to this Plan (including, without limitation, pursuant to or in connection with the Equity Rights Offering).

Notwithstanding the foregoing, (i) the New Board shall retain a compensation consultant acceptable to the Required Consenting Noteholders prior to the Effective Date to advise them regarding the development of the New Management Incentive Plan and (ii) the New Management Incentive Plan shall be adopted by the New Board within one-hundred twenty (120) days after the Effective Date.

I. *[Intentionally Deleted]*

J. *Plan Securities and Related Documentation; Exemption from Securities Laws*

On and after the Effective Date, the Debtors and the Reorganized Debtors, as applicable, are authorized to and shall provide or issue the New Common Stock to be distributed and issued under this Plan (collectively, the “**Plan Securities**”) and any and all other notes, stock, instruments, certificates, and other documents or agreements required to be distributed, issued, executed or delivered pursuant to or in connection with this Plan (collectively, the “**Plan Securities and Documents**”), in each case in form and substance acceptable to the Required Consenting Noteholders, and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity.

The offer, distribution, and issuance, as applicable, of the Plan Securities and Documents under this Plan (including New Common Stock issued in connection with the Equity Rights Offering) shall be exempt from or not subject to, or shall be effected in a manner that is exempt from or not subject to, any registration or prospectus delivery requirements under applicable securities laws (including, as applicable, Section 5 of the Securities Act or any other federal, state or local law or regulation requiring the registration and/or delivery of a prospectus for offer or sale of a security or registration or licensing of an issuer of a security) pursuant to section 1145(a) of the Bankruptcy Code and/or other applicable exemptions; provided, however, that New Common Stock issued to Cash Opt-Out Noteholders in the Equity Rights Offering pursuant to Article V of this Plan will be issued and distributed pursuant to section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder. An offering of Plan Securities provided in reliance on the exemption from registration under the Securities Act pursuant to section 1145(a) of the Bankruptcy Code may be sold without registration under such laws or regulations to the extent permitted under section 1145 of the Bankruptcy Code and deemed to be a public offering thereunder, and such Plan Securities may be resold without registration under such laws or regulations to the extent permitted under section 1145 of the Bankruptcy Code and other applicable law.

Persons or Entities who purchase securities pursuant to the exemption from registration set forth in Section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder shall acquire “restricted securities.” Resales of such restricted securities would not be exempted by section 1145 of the Bankruptcy Code from registration under the Securities Act or other applicable law. Holders of restricted securities would, however, be permitted to resell Plan Securities without registration if they are able to comply with the applicable provisions of Rule 144 promulgated under the Securities Act or Rule 144A under the Securities Act or any other applicable registration exemption under the Securities Act, or in a transaction that is registered with the SEC.

In the event that the Reorganized Debtors elect on or after the Effective Date to reflect any ownership of the Plan Securities through the facilities of DTC, the Reorganized Debtors need not provide any further evidence other than this Plan or the Confirmation Order with respect to the treatment of such securities under applicable securities laws. DTC shall accept and be entitled to conclusively rely upon this Plan or the Confirmation Order in lieu of a legal opinion regarding whether such securities are exempt from registration and/or eligible for DTC book entry delivery, settlement and depository services.

*K. Release of Liens and Claims*

To the fullest extent provided under section 1141(c) and other applicable provisions of the Bankruptcy Code, except as otherwise provided herein (including, without limitation, Article V.D of this Plan), in the Confirmation Order, or in any contract, instrument, release or other agreement or document entered into or delivered in connection with this Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to Article VII hereof, all Liens, Claims, mortgages, deeds of trust, or other security interests against the assets or property of the Debtors or the Estates shall be fully released, canceled, terminated, extinguished and discharged, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity. The filing of the Confirmation Order with any federal, state, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens, Claims and other interests to the extent provided in the immediately preceding sentence. Any Person or Entity holding such Liens, Claims or interests shall, pursuant to section 1142 of the Bankruptcy Code and in the case of any DIP Liens at the sole cost and expense of the Reorganized Debtors, promptly execute and deliver to the Reorganized Debtors such instruments of termination, release, satisfaction and/or assignment (in recordable form) as may be reasonably requested by the Reorganized Debtors.

*L. Corporate Governance Documents of the Reorganized Debtors*

The respective corporate governance documents of each of the Debtors shall be amended and restated or replaced (as applicable) by the Amended/New Corporate Governance Documents. Such corporate governance documents shall: (i) to the extent required by section 1123(a)(6) of the Bankruptcy Code, include a provision prohibiting the issuance of non-voting equity securities; (ii) authorize the issuance of New Common Stock in an amount not less than the amount necessary to permit the distributions thereof required or contemplated by this Plan; and (iii) to the extent necessary or appropriate, include such provisions as may be needed to effectuate and consummate this Plan and the transactions contemplated herein. After the Effective Date, the Reorganized Debtors may, subject to the terms and conditions of the Amended/New Corporate Governance Documents, amend and restate their respective corporate governance documents as permitted thereby and by applicable law.

*M. New Board; Initial Officers*

The initial members of the New Board shall be selected in accordance with the terms and conditions of the Restructuring Support Agreement. After the initial directors of the New Board are selected, future directors shall be elected in accordance with Amended/New Corporate Governance Documents. All officers of the Debtors immediately prior to the Effective Date shall be retained in their existing positions upon the Effective Date, subject to the terms of this Plan.

Pursuant to and to the extent required by section 1129(a)(5) of the Bankruptcy Code, the Debtors shall disclose in the Plan Supplement the identity and affiliations of any Person proposed to serve on the New Board or as an officer of each of the Reorganized Debtors, and, to the extent such Person is an insider other than by virtue of being a director or an officer, the nature of any compensation for such Person. Each such director and officer shall serve from and after the



Effective Date pursuant to applicable law and the terms of the Amended/New Corporate Governance Documents and the other constituent and corporate governance documents of the applicable Reorganized Debtors. The existing boards of directors and other governing bodies of the Debtors shall be deemed to have resigned on and as of the Effective Date, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity.

*N. Corporate Action*

Each of the Debtors and the Reorganized Debtors may take any and all actions reasonably necessary to execute, deliver, File or record such contracts, instruments, releases and other agreements or documents and take such actions as may be reasonably necessary or appropriate to effectuate and implement the provisions of this Plan, including, without limitation, the issuance and the distribution of the securities to be issued pursuant hereto, in each case in form and substance acceptable to the Required Consenting Noteholders, and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by the security holders, officers or directors of the Debtors or the Reorganized Debtors or by any other Person or Entity (except for those expressly required pursuant hereto or by the Restructuring Documents).

After the Confirmation Date, all matters provided for pursuant to this Plan that would otherwise require approval of the stockholders, directors, officers, managers, members or partners of the Debtors (as of prior to the Effective Date) shall be deemed to have been so approved and shall be in effect prior to, on or after the Effective Date (as appropriate) pursuant to applicable law and without any requirement of further action by such Persons or Entities or the need for any approvals, authorizations, actions or consents of or from any such Persons or Entities.

As of the Effective Date, all matters provided for in this Plan involving the legal or corporate structure of the Debtors or the Reorganized Debtors (including, without limitation, the adoption of the Amended/New Corporate Governance Documents and similar constituent and corporate governance documents, and the selection of directors and officers for, each of the Reorganized Debtors), and any legal or corporate action required by the Debtors or the Reorganized Debtors in connection with this Plan shall be deemed to have occurred and shall be in full force and effect in all respects, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity.

On and after the Effective Date, the appropriate officers of the Debtors and the Reorganized Debtors are authorized to issue, execute, deliver, and consummate the transactions contemplated by, the contracts, agreements, documents, guarantees, pledges, consents, securities, certificates, resolutions and instruments contemplated by or described in this Plan in the name of and on behalf of the Debtors and the Reorganized Debtors, in each case in form and substance acceptable to the Required Consenting Noteholders, and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity. The secretary and any assistant secretary of the Debtors and the Reorganized Debtors shall be authorized to certify or attest to any of the foregoing actions.

*O. Cancellation of Notes, Certificates and Instruments*

On the Effective Date, except to the extent otherwise provided in this Plan and the Restructuring Documents (including, without limitation, Article II.B and Article V.B of this Plan), all notes, indentures, instruments, certificates, agreements and other documents evidencing or relating to any Impaired Claim (including, for the avoidance of doubt and without limitation, the Prepetition Notes Indentures and the Prepetition Notes) or any Claim being paid in full in Cash under this Plan shall be fully released, terminated, extinguished and discharged (including, in respect of DIP Documents, any duties or obligations of the DIP Agent thereunder), in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity and in the case of any Claim being paid in full in Cash upon the indefeasible payment of such Claim in full in Cash as contemplated by this Plan; provided that the Prepetition Debt Documents and the DIP Documents shall continue in effect for the limited purpose of (i) allowing Holders of Claims thereunder to receive, and allowing and preserving the rights of the Prepetition Credit Agreement Agent, the Prepetition Notes Indenture Trustee or other applicable Distribution Agents thereunder to make, distributions under this Plan; (ii) permitting the Prepetition Notes Indenture Trustee to exercise its Prepetition Notes Indenture Trustee Charging Lien against such distributions for payment of the Prepetition Notes Indenture Trustee Fees and Expenses; (iii) preserving any rights of the DIP Agent to payment of fees, costs, and expenses and otherwise allowing the DIP Agent to take any actions contemplated by this Plan, and (iv) preserving the DIP Contingent Obligations as contemplated by Article II.B of this Plan; provided further that, upon completion of the distribution with respect to a specific Prepetition Debt Claim, the Prepetition Debt Documents in connection thereto and any and all notes, securities and instruments issued in connection with such Prepetition Debt Claim shall terminate completely without further notice or action and be deemed surrendered.

*P. Existing Equity Interests*

On the Effective Date, the Old Parent Interests shall be terminated and cancelled without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity.

On the Effective Date, the Intercompany Equity Interests shall remain effective and outstanding, except to the extent modified pursuant to the terms of the Reorganization Steps Overview, and shall be owned and held by the same applicable Person or Entity that held and/or owned such Intercompany Equity Interests immediately prior to the Effective Date. Each Parent Subsidiary shall continue to be governed by the terms and conditions of its applicable corporate governance documents as in effect immediately prior to the Effective Date, except as amended or modified by this Plan or the Plan Supplement.

*Q. Sources of Cash for Plan Distributions*

All Cash necessary for the Debtors or the Reorganized Debtors, as applicable, to make payments required pursuant to this Plan shall be obtained from their respective Cash balances, including Cash from operations, the Equity Rights Offering and the Exit Facility Credit



Agreements. The Debtors and the Reorganized Debtors, as applicable, may also make such payments using Cash received from their subsidiaries through their respective consolidated cash management systems and the incurrence of intercompany transactions, in all cases subject to the terms and conditions of the Restructuring Support Agreement and the Restructuring Documents.

*R. Funding and Use of Professional Fee Claim Reserve*

On or before the Effective Date, the Debtors shall fund the Professional Fee Claim Reserve in such amount as determined by the Debtors, with the consent of the Required Consenting Noteholders or as determined by order of the Bankruptcy Court, as necessary in order to be able to pay in full in Cash the Professional Fee Claims, as and when Allowed.

The Cash contained in the Professional Fee Claim Reserve shall be used solely to pay the Allowed Professional Fee Claims, with the Unused Cash Reserve Amount (if any) being returned to the Reorganized Debtors within three (3) Business Days after determining the Unused Cash Reserve Amount. The Debtors and the Reorganized Debtors, as applicable, shall maintain detailed records of all payments made from the Professional Fee Claim Reserve, such that all payments and transactions shall be adequately and promptly documented in, and readily ascertainable from, their respective books and records.

The Professional Fee Claim Reserve shall be maintained in trust for the Professionals and shall not be considered property of the Debtors' Estates; provided that the Reorganized Debtors shall have a reversionary interest in the Unused Cash Reserve Amount. To the extent that funds held in the Professional Fee Claim Reserve do not or are unable to satisfy the full amount of the Allowed Professional Fee Claims, such Professionals shall have an Allowed Administrative Claim for any such deficiency, which shall be satisfied in full in Cash in accordance with Article II.A of this Plan.

After the Effective Date, neither the Debtors nor the Reorganized Debtors shall deposit any other funds or property into the Professional Fee Claim Reserve without further order of the Bankruptcy Court or otherwise commingle funds in the Professional Fee Claim Reserve. To the extent the Professional Fee Claim Reserve is insufficient to pay in full in Cash the obligations and liabilities for which such reserve was established, then the Reorganized Debtors shall, within five (5) Business Days, pay such obligations and liabilities in full in Cash.

*S. Continuing Effectiveness of Final Orders*

Payment authorization granted to the Debtors under any prior Final Order entered by the Bankruptcy Court shall continue in effect after the Effective Date. Accordingly, the Debtors or the Reorganized Debtors may pay or otherwise satisfy any Claim to the extent permitted by, and subject to, the applicable Final Order without regard to the treatment that would otherwise be applicable to such Claim under this Plan.

*T. Payment of Fees and Expenses of Certain Creditors*

The Debtors and the Reorganized Debtors, as applicable, shall, on and after the Confirmation Date and to the extent invoiced in accordance with the terms of the applicable engagement letter(s), pay the Ad Hoc Noteholder Group Fees and Expenses (whether accrued

prepetition or postpetition and to the extent not otherwise paid prior to or during the Chapter 11 Cases), without the need for application by any such parties to the Bankruptcy Court, and without notice and a hearing pursuant to section 1129(a)(4) of the Bankruptcy Code or otherwise.

*U. Payment of Fees and Expenses of the Prepetition Notes Indenture Trustee*

The Debtors shall, on and after the Effective Date, and upon the presentment of invoices in customary form (which may be redacted to preserve any confidential or privileged information), pay the Prepetition Notes Indenture Trustee Fees and Expenses (in each case whether accrued prepetition or postpetition and to the extent not otherwise paid during the Chapter 11 Cases), without the need for application by any party to the Bankruptcy Court, and without notice and a hearing pursuant to section 1129(a)(4) of the Bankruptcy Code or otherwise. From and after the Effective Date, the Reorganized Debtors shall pay any Prepetition Notes Indenture Trustee Fees and Expenses in full in Cash without further court approval.

*V. Equity Rights Offering*

Pursuant to the terms of this Plan and the Equity Rights Offering Procedures, each Accredited Cash Opt-Out Noteholder shall have the opportunity but not the obligation to subscribe for its Pro Rata share of an amount of New Common Stock to be issued as of the Effective Date necessary to fully fund the Cash Payout at the Purchase Price (as defined in the Equity Rights Offering Procedures) set forth in the Equity Rights Offering Procedures.

Each Accredited Cash Opt-Out Noteholder that elects to purchase the maximum number of Equity Rights Offering Shares that such Accredited Cash Opt-Out Noteholder may purchase in the Equity Rights Offering will also have the right to elect to purchase additional Equity Rights Offering Shares that are not timely, duly and validly subscribed and paid for in the Equity Rights Offering, as more fully set forth in the Rights Offering Procedures.

The Equity Rights Offering will be conducted in reliance upon the exemption from registration set forth in Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder.

The proceeds of the Equity Rights Offering shall be used exclusively to fund the Cash Payout provided to Cash Payout Noteholders, in full and final satisfaction of such Holders' Prepetition Notes Claims, which shall be released and discharged pursuant to Article XI herein. Notwithstanding anything to the contrary herein, if the Equity Rights Offering Amount is less than the aggregate amount of the Cash Payout, then the amount of Prepetition Notes Claims held by the Cash Payout Noteholders satisfied by the Cash Payout shall automatically be reduced, and any remaining portion of such Cash Payout Noteholders' Prepetition Notes Claims that is not satisfied through the Cash Payout as a result of such automatic reduction shall receive the treatment such Holder would receive if such Holder were a Cash Opt-Out Noteholder. For the avoidance of doubt, under no circumstance shall the amount actually paid out in the Cash Payout exceed the Equity Rights Offering Amount.

Consummation of the Equity Rights Offering and delivery of any Cash Payout is contingent upon the consent of the Required Consenting Noteholders. In the event the Equity Rights Offering

is not consummated, then no Cash Payout will be made to any Cash Payout Noteholder and such Holder will receive the treatment such Holder would receive if such Holder were a Cash Opt-Out Noteholder.

Notwithstanding anything in this Plan to the contrary, the New Common Stock issued in connection with the Equity Rights Offering shall be subject to dilution by the New MIP Equity.

## **ARTICLE VI.**

### **TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

#### *A. Assumption of Executory Contracts and Unexpired Leases*

On the Effective Date, all Executory Contracts and Unexpired Leases of the Debtors shall be assumed by the Debtors in accordance with, and subject to, the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code (including, for the avoidance of doubt, the Restructuring Support Agreement), except for those Executory Contracts and Unexpired Leases that:

- (i) have been assumed or rejected by the Debtors by prior order of the Bankruptcy Court;
- (ii) are the subject of a motion to reject filed by the Debtors pending on the Effective Date;
- (iii) are identified by the Debtors (with the consent of the Required Consenting Noteholders) and Filed in the Plan Supplement as rejected Executory Contracts and Unexpired Leases, which Plan Schedule may be amended by the Debtors (with the consent of the Required Consenting Noteholders) to add or remove Executory Contracts and Unexpired Leases by filing with the Bankruptcy Court an amended Plan Schedule and serving it on the affected non-Debtor contract parties at least seven (7) days prior to the Plan Objection Deadline; or
- (iv) are rejected or terminated by the Debtors pursuant to the terms of this Plan.

Without amending or altering any prior order of the Bankruptcy Court approving the assumption or rejection of any Executory Contract or Unexpired Lease, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of such assumptions pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

To the extent any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned (as applicable) pursuant to this Plan or any prior order of the Bankruptcy Court (including, without limitation, any “change in control” provision, “change of control” provision, or provision with words of similar import) (a) prohibits, restricts or conditions, or purports to prohibit, restrict or condition, (b) is modified, breached or terminated (or deemed

modified, breached or terminated), (c) increases, accelerates or otherwise alters any obligations or liabilities of the Debtors or Reorganized Debtors (or purports to increase, accelerate or otherwise alter any obligations or liabilities of the Debtors or Reorganized Debtors), or (d) results in the creation or imposition of any Lien upon any property or assert of any of the Debtors or Reorganized Debtors (or purports to result in the creation or imposition of any Lien upon any property or asset of any of the Debtors or Reorganized Debtors), in each case as a result of (i) the commencement of these Chapter 11 Cases or the insolvency or financial condition of any Debtor at any time before the closing of its respective Chapter 11 Case, (ii) any Debtor's or any Reorganized Debtor's assumption or assumption and assignment (as applicable) of such Executory Contract or Unexpired Lease or (iii) the Confirmation or Consummation of this Plan, then such provision shall, to the extent provided by section 365 of the Bankruptcy Code, be deemed modified such that the transactions contemplated by this Plan shall not entitle the non-debtor party thereto to modify or terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights or remedies with respect thereto, and any required consent under any such contract or lease shall be deemed satisfied by the Confirmation of this Plan.

Each Executory Contract and Unexpired Lease assumed and/or assigned pursuant to this Plan shall revert in and be fully enforceable by the applicable Reorganized Debtor or the applicable assignee in accordance with its terms and conditions, except as modified by the provisions of this Plan, any order of the Bankruptcy Court approving its assumption and/or assignment, or applicable law.

The inclusion or exclusion of a contract or lease on any schedule or exhibit shall not constitute an admission by any Debtor that such contract or lease is an Executory Contract or Unexpired Lease or that any Debtor has any liability thereunder.

*B. Cure of Defaults; Assignment of Executory Contracts and Unexpired Leases*

Any defaults under each Executory Contract and Unexpired Lease to be assumed, or assumed and assigned, pursuant to this Plan shall be satisfied, pursuant to and to the extent required by section 365(b)(1) of the Bankruptcy Code, by payment of the applicable default amount in Cash on or in connection with the Effective Date or on such other terms as the Bankruptcy Court may order or the parties to such Executory Contracts or Unexpired Leases may otherwise agree in writing (with the consent of the Required Consenting Noteholders) (the "**Cure Claim Amount**").

In the event of an assumption, or an assumption and assignment, of an Executory Contract or Unexpired Lease that is in default under this Plan, at least seven (7) days prior to the Plan Objection Deadline (or, in the case of an Executory Contract or Unexpired Lease removed from the Plan Schedule after such date, no later than one (1) Business Day after such removal), the Debtors shall File and serve upon counterparties to such Executory Contracts and Unexpired Leases, a notice of the proposed assumption, or proposed assumption and assignment, which shall: (a) list the applicable Cure Claim Amount, if any; (b) if applicable, identify the party to which the Executory Contract or Unexpired Lease shall be assigned; (c) describe the procedures for filing objections thereto; and (d) explain the process by which related disputes shall be resolved by the Bankruptcy Court.

Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption, or proposed assumption and assignment under this Plan, or any related cure amount, must be Filed, served and actually received by the Debtors and counsel to the Ad Hoc Noteholder Group prior to the Plan Objection Deadline (notwithstanding anything in the Schedules or a proof of Claim to the contrary). Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption, or proposed assumption and assignment, or cure amount shall be deemed to have consented to such matters and shall be deemed to have forever released and waived any objection to such proposed assumption, proposed assumption and assignment, and cure amount. The Confirmation Order shall constitute an order of the Bankruptcy Court approving each proposed assumption, or proposed assumption and assignment, of Executory Contracts and Unexpired Leases pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

In the event of a dispute regarding (a) the amount of any cure payment, (b) the ability of any Debtor or assignee to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or assumed and assigned or (c) any other matter pertaining to assumption or assignment, the applicable cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order resolving the dispute and approving such assumption or assumption and assignment. If such objection is sustained by Final Order of the Bankruptcy Court, the Debtors or the Reorganized Debtors, as applicable, may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming or assigning it. The Debtors or the Reorganized Debtors, as applicable, shall be authorized to effect such rejection by filing a written notice of rejection with the Bankruptcy Court and serving such notice on the applicable counterparty within ten (10) days of the entry of such Final Order.

Subject to any cure claims Filed with respect thereto, assumption or assumption and assignment of any Executory Contract or Unexpired Lease pursuant to this Plan shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption or assumption and assignment, in each case as provided in section 365 of the Bankruptcy Code, in each case subject to the remaining terms and conditions of this Article VI. Any proofs of Claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed or assumed and assigned by Final Order shall be deemed disallowed and expunged (subject to any cure claims Filed with respect thereto), without further notice to or action, order, or approval of the Bankruptcy Court.

With respect to any Executory Contract or Unexpired Lease assumed and assigned pursuant to this Plan, upon and as of the Effective Date, the applicable assignee shall be deemed to be substituted as a party thereto for the applicable Debtor party to such assigned Executory Contract or Unexpired Lease and, accordingly, the Debtors and the Reorganized Debtors shall be relieved, pursuant to and to the extent set forth in section 365(k) of the Bankruptcy Code, from any further liability under such assigned Executory Contract or Unexpired Lease.



*C. Rejection of Executory Contracts and Unexpired Leases*

The Debtors reserve the right, at any time prior to the Effective Date, except as otherwise specifically provided herein, to seek to reject (with the consent of the Required Consenting Noteholders) any Executory Contract or Unexpired Lease and to file a motion requesting authorization for the rejection of any such contract or lease. All Executory Contracts and Unexpired Leases listed on a Plan Schedule as rejected Executory Contracts and Unexpired Leases shall be deemed rejected as of the Effective Date. The Confirmation Order shall constitute an order of the Bankruptcy Court approving the rejections described in this Article VI pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. Rejection of any Executory Contract or Unexpired Lease pursuant to this Plan or otherwise shall not constitute a termination of any preexisting obligations owed to the Debtors or the Reorganized Debtors, as applicable, under such Executory Contracts or Unexpired Leases.

*D. Claims on Account of the Rejection of Executory Contracts or Unexpired Leases*

All proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to this Plan or the Confirmation Order, if any, must be filed with the Bankruptcy Court within thirty (30) days after service of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection.

Any Person or Entity that is required to file a proof of Claim arising from the rejection of an Executory Contract or an Unexpired Lease that fails to timely do so shall be forever barred, estopped and enjoined from asserting such Claim, and such Claim shall not be enforceable, against the Debtors, the Reorganized Debtors or the Estates, and the Debtors, the Reorganized Debtors and their Estates and their respective assets and property shall be forever discharged from any and all indebtedness and liability with respect to such Claim unless otherwise ordered by the Bankruptcy Court or as otherwise provided herein. All such Claims shall, as of the Effective Date, be subject to the permanent injunction set forth in Article X.G hereof.

*E. D&O Liability Insurance Policies*

On the Effective Date, each D&O Liability Insurance Policy shall be deemed and treated as an Executory Contract that is and shall be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no proof of Claim, request for administrative expense, or cure claim need be Filed, and all Claims arising from the D&O Liability Insurance Policies shall survive the Effective Date and be Unimpaired. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtors' assumption of each of the D&O Liability Insurance Policies.

After assumption of the D&O Liability Insurance Policies, nothing in this Plan otherwise alters the terms and conditions of the D&O Liability Insurance Policies. Confirmation and Consummation of this Plan shall not impair or otherwise modify any available defenses of the Reorganized Debtors under the D&O Liability Insurance Policies. For the avoidance of doubt, the D&O Liability Insurance Policies shall continue to apply with respect to actions, or failures to act, that occurred on or prior to the Effective Date, subject to the terms and conditions of the D&O Liability Insurance Policies.

The Debtors are further authorized to take such reasonable actions, and to execute and deliver such documents, as may be reasonably necessary or appropriate to implement, maintain, cause the binding of, satisfy any terms or conditions of, or otherwise secure for the insureds the benefits of the D&O Tail Policy, without further notice to or order of the Bankruptcy Court or approval or consent of any Person or Entity.

Notwithstanding anything to the contrary in any D&O Liability Insurance Policies issued prior to the Effective Date, the Reorganized Debtors shall not have any obligation or responsibility for the payment of any self-insured retention thereunder or in connection therewith, and no Person or Entity shall be entitled to seek reimbursement from or to subrogate against any Reorganized Debtors with respect to any payments made under such policies.

*F. Indemnification Provisions*

On the Effective Date, all Indemnification Provisions shall be deemed and treated as Executory Contracts that are and shall be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no proof of Claim, request for administrative expense, or cure claim need be Filed, and all Claims arising from the Indemnification Provisions shall survive the Effective Date and be Unimpaired; provided, however, that, to the maximum extent permitted under applicable law, this provision shall not include any such Claims arising from or related to (i) any Excluded Party or (ii) any indemnification Claims against the Parent that are based on fraud, gross negligence, or willful misconduct, in each case as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtors' assumption of each of the Indemnification Provisions. Confirmation and Consummation of this Plan shall not impair or otherwise modify any available defenses of the Reorganized Debtors or other applicable parties under the Indemnification Provisions. For the avoidance of doubt, the Indemnification Provisions shall continue to apply with respect to actions, or failures to act, that occurred on or prior to the Effective Date, subject to the terms and conditions of the Indemnification Provisions.

*G. Employment Plans*

On the Effective Date, all employment agreements and severance policies, including all employment, compensation, and benefit plans, policies, and programs of the Debtors applicable to any of their respective officers, employees or retirees, and any of the officers, employees or retirees of their respective subsidiaries, including, without limitation, all workers' compensation programs, savings plans, retirement plans, SERP plans, healthcare plans, disability plans, severance benefit plans, incentive plans, change-in-control plans, insurance plans including but not limited to life and accidental death and dismemberment insurance plans, health and welfare plans, and 401(k) plans (in each case, as applicable) (collectively, the "Specified Employee Plans") shall be deemed and treated as Executory Contracts that are and shall, subject to the following proviso, be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no Proof of Claim, request for administrative expense, or cure claim need be Filed; provided that (a) the Debtors, pursuant to the Restructuring Support Agreement, acknowledged and agreed that the Consummation of this Plan shall not constitute a change in control or term of similar meaning pursuant to any of the



Specified Employee Plans, and the Confirmation Order shall contain a finding and such other provisions acceptable to the Required Consenting Noteholders confirming the same, and (b) each “Executive” employment agreement, “Level I” employment agreement and “Level II” employment agreement shall only be maintained and assumed by the Debtors (and assigned to the Reorganized Debtors, if necessary) and considered a Specified Employee Plan if the employee party to such agreement, on or prior to the Effective Date, (i) confirms that the Consummation of this Plan does not constitute a change in control and (ii) waives any right to resign with “good reason” solely or in part as a result of the Consummation of this Plan.

All Claims arising from the Specified Employee Plans shall survive the Effective Date and be Unimpaired. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval of the Debtors’ assumption of each of the Specified Employee Plans. Confirmation and Consummation of this Plan shall not impair or otherwise modify any available defenses of the Reorganized Debtors or other applicable parties under the Specified Employee Plans.

#### *H. Insurance and Surety Contracts*

On the Effective Date, each Insurance and Surety Contract shall be deemed and treated as an Executory Contract that is and shall be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no proof of Claim, request for administrative expense, or cure claim need be Filed, and all Claims arising from the Insurance and Surety Contracts shall survive the Effective Date and be Unimpaired. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval of the Debtors’ assumption of each of the Insurance and Surety Contracts. After assumption of the Insurance and Surety Contracts, nothing in this Plan otherwise alters the terms and conditions of the Insurance and Surety Contracts. Confirmation and Consummation of this Plan shall not impair or otherwise modify any available defenses of the Reorganized Debtors or other applicable counterparties under the Insurance and Surety Contracts.

#### *I. Extension of Time to Assume or Reject*

Notwithstanding anything to the contrary set forth in Article VI of this Plan, in the event of a dispute as to whether a contract is executory or a lease is unexpired, the right of the Reorganized Debtors to move to assume or reject such contract or lease shall be extended until the date that is ten (10) days after entry of a Final Order by the Bankruptcy Court determining that the contract is executory or the lease is unexpired. The deemed assumption provided for in Article VI.A of this Plan shall not apply to any such contract or lease, and any such contract or lease shall be assumed or rejected only upon motion of the Reorganized Debtors following the Bankruptcy Court’s determination that the contract is executory or the lease is unexpired.

#### *J. Modifications, Amendments, Supplements, Restatements, or Other Agreements*

Unless otherwise provided in this Plan, each Executory Contract or Unexpired Lease that is assumed by the Debtors or the Reorganized Debtors shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such

Executory Contract or Unexpired Lease, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing has been previously rejected or repudiated or is rejected or repudiated hereunder. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

## ARTICLE VII.

### PROVISIONS GOVERNING DISTRIBUTIONS

#### *A. Distributions for Claims Allowed as of the Effective Date*

Except as otherwise provided in the “Treatment” sections in Article III hereof or as ordered by the Bankruptcy Court, distributions to be made on account of Claims that are Allowed Claims as of the Effective Date shall be made on the Effective Date or as soon as reasonably practicable thereafter. Any payment or distribution required to be made under this Plan on a day other than a Business Day shall be made on the next succeeding Business Day. Distributions on account of Disputed Claims that first become Allowed Claims after the Effective Date shall be made pursuant to Article VIII hereof.

#### *B. No Postpetition Interest on Claims*

Unless otherwise specifically provided for in this Plan, the Confirmation Order or Final Order of the Bankruptcy Court, or required by applicable bankruptcy law (including, without limitation, as required pursuant to section 506(b) or section 511 of the Bankruptcy Code), postpetition interest shall not accrue or be paid on any Claims (except DIP Super-Priority Claims) and no Holder of a Claim (except DIP Super-Priority Claims) shall be entitled to interest accruing on or after the Petition Date on any Claim.

#### *C. Distributions by the Reorganized Debtors or Other Applicable Distribution Agent*

Other than as specifically set forth below or as otherwise provided in this Plan, the Reorganized Debtors or other applicable Distribution Agent shall make all distributions required to be distributed under this Plan. Distributions on account of the Allowed Prepetition Debt Claims and Allowed DIP Super-Priority Claims shall be made to the Prepetition Credit Agreement Agent, the Prepetition Notes Indenture Trustee, and the DIP Agent, as applicable, and such agent or trustee shall be, and shall act as, the Distribution Agent with respect to its respective Class of Claims in accordance with the terms and conditions of this Plan and the applicable debt documents. All distributions to Holders of Prepetition Debt Claims and DIP Super-Priority Claims shall be deemed completed when made by the Reorganized Debtors to the Prepetition Credit Agreement Agent, the Prepetition Notes Indenture Trustee (or as directed by the Prepetition Notes Indenture Trustee), and the DIP Agent, or as otherwise provided in this Plan, as applicable. The Reorganized Debtors may employ or contract with other Entities to assist in or make the distributions required by this Plan and may pay the reasonable fees and expenses of such Entities and the Distribution Agents in the ordinary course of business. No Distribution Agent shall be required to give any bond or

surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court.

The distributions of New Common Stock to be made under this Plan to Holders of Allowed Prepetition Notes Claims shall be made by the Debtors or Reorganized Debtors, as applicable, to the Prepetition Notes Indenture Trustee, which shall transmit (or cause to be transmitted) such distributions to Holders of Allowed Prepetition Notes Claims in accordance with the Prepetition Notes Indenture or as set forth below. Notwithstanding anything to the contrary in this Plan, the Prepetition Notes Indenture Trustee may transfer or direct the transfer of such distributions through the facilities of DTC and, in such event, shall be entitled to recognize and deal for all purposes under this Plan with Holders of the Prepetition Notes to the extent consistent with the policies or customary practices of DTC. If such distributions cannot be made through the facilities of DTC, the Debtors or Reorganized Debtors, as applicable, shall implement procedures in consultation with the Prepetition Notes Indenture Trustee and reasonably acceptable to the Required Consenting Noteholders to make distributions with respect to the Prepetition Notes. The Debtors or Reorganized Debtors (as applicable) shall use their best efforts to make the New Common Stock to be distributed to Holders of the Prepetition Notes eligible for distribution through the facilities of DTC. The distributions of Subscription Rights under this Plan to Accredited Cash Opt-Out Noteholders shall be made by the Voting and Claims Agent as provided in the Equity Rights Offering Procedures. The obligations of the Prepetition Notes Indenture Trustee under the Prepetition Notes Indentures, the Prepetition Notes, and this Plan shall be deemed fully satisfied upon DTC's receipt of the distributions with respect to the Prepetition Notes.

*D. Delivery and Distributions; Undeliverable or Unclaimed Distributions*

1. Record Date for Distributions

On the Distribution Record Date, the Claims Register (and the Debtors' books and records with respect to the Holders of Equity Interests in Parent) shall be closed. Accordingly, the Debtors, the Reorganized Debtors or other applicable Distribution Agent shall have no obligation to recognize the assignment, transfer or other disposition of, or the sale of any participation in, any Allowed Claim (other than DIP Super-Priority Claims and Prepetition Debt Claims) or Allowed Equity Interest that occurs after the close of business on the Distribution Record Date, and shall be entitled for all purposes herein to recognize and distribute securities, property, notices and other documents only to those Holders of Allowed Claims (other than DIP Super-Priority Claims and Prepetition Debt Claims) or Allowed Equity Interest who are Holders of such Claims or Equity Interests, or participants therein, as of the close of business on the Distribution Record Date. The Reorganized Debtors or other applicable Distribution Agent shall be entitled to recognize and deal for all purposes under this Plan with only those record holders stated on the Claims Register, or their books and records, as of the close of business on the Distribution Record Date; provided, however, that the Distribution Record Date shall not apply to the DIP Super-Priority Claims, Prepetition Debt Claims, or any securities of the Debtors deposited with DTC.

2. Delivery of Distributions in General

Except as otherwise provided herein, the Debtors, the Reorganized Debtors or other applicable Distribution Agent, as applicable, shall make distributions to Holders of Allowed Claims, or in care of their authorized agents, as appropriate, at the address for each such Holder or

agent as indicated on the Debtors' or other applicable Distribution Agent's books and records as of the date of any such distribution; provided, however, that the manner of such distributions shall be determined in the discretion of the applicable Distribution Agent (subject to the terms and conditions of the DIP Agreement and the relevant Prepetition Debt Documents, if applicable); provided further, that the address for each Holder of an Allowed Claim shall be deemed to be the address set forth in the latest proof of Claim, if any, Filed by such Holder pursuant to Bankruptcy Rule 3001 as of the Distribution Record Date.

### 3. Minimum Distributions

Notwithstanding anything herein to the contrary, no Distribution Agent shall be required to make distributions or payments of less than \$100.00 (whether in Cash or otherwise) or to make partial distributions or payments of fractions of dollars or New Common Stock, in each case with respect to Impaired Claims. With respect to Impaired Claims, whenever any payment or distribution of a fraction of a dollar or a fraction of a share of New Common Stock under this Plan would otherwise be called for, the actual payment or distribution shall reflect a rounding of such fraction down to the nearest whole dollar or share of New Common Stock (and no Cash shall be distributed in lieu of such fractional New Common Stock). For the avoidance of doubt, DTC shall be considered a single holder for purposes of distributions.

No Distribution Agent shall have any obligation to make a distribution on account of an Allowed Claim that is Impaired under this Plan if: (a) the aggregate amount of all distributions authorized to be made on the Effective Date is or has an economic value less than \$25,000, unless such distribution is a final distribution; or (b) the amount to be distributed to the specific Holder of an Allowed Claim on the Effective Date does not constitute a final distribution to such Holder and is or has an economic value less than \$25.00, which shall be treated as an undeliverable distribution under Article VII.D.4 below.

### 4. Undeliverable Distributions

#### (a) Holding of Certain Undeliverable Distributions

If the distribution to any Holder of an Allowed Claim is returned to the Distribution Agent as undeliverable or is otherwise unclaimed, no further distributions shall be made to such Holder unless and until the Distribution Agent is notified in writing of such Holder's then current address in accordance with the time frames described in Article VII.D.4(b) hereof, at which time (or as soon as reasonably practicable thereafter) all currently due but missed distributions shall be made to such Holder. Undeliverable distributions shall remain in the possession of the Reorganized Debtors or in the applicable reserve, subject to Article VII.D.4(b) hereof, until such time as any such distributions become deliverable. Undeliverable distributions shall not be entitled to any additional interest, dividends or other accruals of any kind on account of their distribution being undeliverable.

#### (b) Failure to Claim Undeliverable Distributions

Any Holder of an Allowed Claim (or any successor or assignee or other Person or Entity claiming by, through, or on behalf of, such Holder) that does not assert a right pursuant to this Plan for an undeliverable or unclaimed distribution within ninety (90) days after the later of the

Effective Date or the date such distribution is due shall be deemed to have forfeited its rights for such undeliverable or unclaimed distribution and shall be forever barred and enjoined from asserting any such rights for an undeliverable or unclaimed distribution against the Debtors or their Estates, the Reorganized Debtors or their respective assets or property, or any Distribution Agent. In such case, any Cash, Plan Securities or other property reserved for distribution on account of such Claim shall become the property of the Reorganized Debtors, free and clear of any Claims or other rights of such Holder with respect thereto and notwithstanding any federal or state escheat laws to the contrary. Any such Cash, Plan Securities or other property shall thereafter be distributed or allocated in accordance with the applicable terms and conditions of this Plan; provided, however, that if the aggregate amount of Allowed Claims in Class 6 is less than the Parent GUC Recovery Cash Pool, then the excess Parent GUC Recovery Cash Pool shall constitute property of the Reorganized Debtors. Nothing contained in this Plan shall require the Debtors, the Reorganized Debtors, or any Distribution Agent to attempt to locate any Holder of an Allowed Claim.

(c) Failure to Present Checks

Checks issued by the Distribution Agent on account of Allowed Claims shall be null and void if not negotiated within ninety (90) days after the issuance of such check. Requests for reissuance of any check shall be made directly to the Distribution Agent by the Holder of the relevant Allowed Claim with respect to which such check originally was issued. Any Holder of an Allowed Claim holding an un-negotiated check that does not request reissuance of such un-negotiated check within ninety (90) days after the date of mailing or other delivery of such check shall have its rights for such un-negotiated check discharged and be forever barred, estopped and enjoined from asserting any such right against the Debtors, their Estates, the Reorganized Debtors, or their respective assets or property. In such case, any Cash held for payment on account of such Claims shall become the property of the Reorganized Debtors, free and clear of any Claims or other rights of such Holder with respect thereto and notwithstanding any federal or state escheat laws to the contrary. Any such Cash shall thereafter be distributed or allocated in accordance with the applicable terms and conditions of this Plan.

*E. Compliance with Tax Requirements*

In connection with this Plan and all distributions hereunder, the Reorganized Debtors or other applicable Distribution Agent shall comply with all applicable withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions hereunder shall be subject to any such applicable withholding and reporting requirements. Notwithstanding any provision in this Plan to the contrary, the Reorganized Debtors or other applicable Distribution Agent shall be authorized to take any and all reasonable actions that may be necessary or appropriate to comply with such applicable withholding and reporting requirements. All Persons and Entities holding Claims or Equity Interests shall be required to provide any information necessary to effect information reporting and the withholding of such taxes (or establish eligibility for an exclusion for the withholding of taxes), and each Holder of an Allowed Claim shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit, including income, withholding, and other tax obligations, on account of such distribution. Any amounts withheld or reallocated pursuant to this **Error! Reference source not found.** shall be treated as if distributed to the Holder of the Allowed Claim.



*F. Allocation of Plan Distributions Between Principal and Interest*

To the extent that any Allowed Claim entitled to a distribution under this Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall, to the extent permitted by applicable law, be allocated for U.S. federal income tax purposes to the principal amount of the Claim first and then, to the extent that the consideration exceeds the principal amount of the Claim, to the portion of such Claim representing accrued but unpaid interest.

*G. Means of Cash Payment*

Payments of Cash made pursuant to this Plan shall be in U.S. dollars and shall be made, at the option of the applicable Distribution Agent, by checks drawn on, or wire transfer from, a domestic bank selected by such Distribution Agent. Cash payments to foreign creditors may be made, at the option of the applicable Distribution Agent, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

*H. Timing and Calculation of Amounts to Be Distributed*

Except as otherwise provided in the “Treatment” sections in Article III hereof or as ordered by the Bankruptcy Court, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Claim shall receive the full amount of the distributions that this Plan provides for Allowed Claims in the applicable Class. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in the applicable class treatment or in Article VIII hereof. Except as otherwise provided herein, Holders of Claims shall not be entitled to interest, dividends or accruals on the distributions provided for herein, regardless of whether such distributions are delivered on or at any time after the Effective Date.

*I. Setoffs*

Without altering or limiting any of the rights and remedies of the Debtors and the Reorganized Debtors under section 502(d) of the Bankruptcy Code, all of which rights and remedies are hereby reserved, the Debtors and the Reorganized Debtors may, but shall not be required to, withhold (but not setoff except as set forth below) from the distributions called for hereunder on account of any Allowed Claim an amount equal to any claims, Causes of Action and Retained Litigation Claims of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim; provided that, at least ten (10) days prior to effectuating such withholding, the Debtors or the Reorganized Debtors, as applicable, shall provide written notice thereof to the applicable Holder of such Claim, and all objections and defenses of such Holder to such withholding are preserved. In the event that any such claims, Causes of Action or Retained Litigation Claims are adjudicated by Final Order or otherwise resolved against the applicable Holder, the Debtors and the Reorganized Debtors may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off against any Allowed Claim and the distributions to be made pursuant hereto on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), the amount of such adjudicated or resolved claims, Causes of Action or Retained Litigation Claims. Neither the failure to effect such a setoff nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claims, Causes of Action or Retained Litigation Claims, all of which are reserved unless expressly released or compromised pursuant to this Plan

or the Confirmation Order. Notwithstanding anything to the contrary herein, the Allowed Prepetition Notes Claims and the distributions to be made pursuant hereto on account of such Claims will not be subject to set off by the Debtors or the Reorganized Debtors pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, and the Debtors and the Reorganized Debtors hereby waive any and all rights of set-off against such Claims.

## ARTICLE VIII.

### PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS

#### A. *Resolution of Disputed Claims and Equity Interests*

##### 1. Allowance of Claims

After the Effective Date, and except as otherwise provided in this Plan, the Reorganized Debtors shall have and shall retain any and all available rights and defenses that the Debtors had with respect to any Claim, including, without limitation, the right to assert any objection to Claims based on the limitations imposed by section 502 or section 510 of the Bankruptcy Code. The Debtors and the Reorganized Debtors may contest the amount and validity of any Disputed Claim in the ordinary course of business in the manner and venue in which such Claim would have been determined, resolved or adjudicated if the Chapter 11 Cases had not been commenced.

##### 2. Prosecution of Objections to Claims

After the Confirmation Date but before the Effective Date, the Debtors (with the consent of the Required Consenting Noteholders), and after the Effective Date, the Reorganized Debtors, shall have the authority to File objections to Claims (other than those that are Allowed under this Plan) and settle, compromise, withdraw or litigate to judgment objections to any and all such Claims, regardless of whether such Claims are in an Unimpaired Class or otherwise; provided, however, that this provision shall not apply to Professional Fee Claims, which may be objected to by any party-in-interest in these Chapter 11 Cases. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without any further notice to or action, order or approval of the Bankruptcy Court. The Reorganized Debtors shall have the sole authority to administer and adjust the Claims Register and their respective books and records to reflect any such settlements or compromises without any further notice to or action, order or approval of the Bankruptcy Court.

##### 3. Claims Estimation

After the Confirmation Date but before the Effective Date, the Debtors (with the consent of the Required Consenting Noteholders), and after the Effective Date, the Reorganized Debtors may at any time request that the Bankruptcy Court estimate any Disputed Claim or contingent or unliquidated Claim pursuant to applicable law, including, without limitation, section 502(c) of the Bankruptcy Code, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any such Claim, whether for allowance or to determine the maximum amount of such Claim, including during the litigation concerning any objection to any Claim or during the pendency of any appeal relating to any such objection. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and not exclusive of one another.



Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court. The rights and objections of all parties are reserved in connection with any such estimation.

#### 4. No Filings of Proofs of Claim

Except as otherwise provided in this Plan, Holders of Claims, including the Prepetition Notes Indenture Trustee with respect to the Prepetition Notes Indentures and the Prepetition Notes and the DIP Agent with respect to the DIP Super-Priority Claims, shall not be required to File a proof of Claim, and no such parties should File a proof of Claim; provided that Holders of General Unsecured Claims against Parent only shall be required to file a proof of claim pursuant to separate bar date procedures to be provided to such parties by the Debtors. Other than with respect to the General Unsecured Claims against Parent only, the Debtors do not intend to object in the Bankruptcy Court to the allowance of Claims Filed; provided, however, that the Debtors and the Reorganized Debtors, as applicable, reserve the right to object to any Claim or Equity Interest that is entitled, or deemed to be entitled, to a distribution under this Plan or is rendered Unimpaired under this Plan. Instead, the Debtors intend to make distributions, as required by this Plan, in accordance with the books and records of the Debtors. Unless disputed by a Holder of a Claim, the amount set forth in the books and records of the Debtors shall constitute the amount of the Allowed Claim of such Holder. If any such Holder of a Claim disagrees with the Debtors' books and records with respect to the Allowed amount of such Holder's Claim, such Holder must so advise the Debtors in writing, in which event the Claim shall become a Disputed Claim. The Debtors intend to attempt to resolve any such disputes consensually or through judicial means outside the Bankruptcy Court subject to the consent of the Required Consenting Noteholders. Nevertheless, the Debtors may, in their discretion and with the consent of the Required Consenting Noteholders, File with the Bankruptcy Court (or any other court of competent jurisdiction) an objection to the allowance of any Claim or any other appropriate motion or adversary proceeding with respect thereto. All such objections shall be litigated to Final Order; provided, however, that the Debtors may, with the consent of the Required Consenting Noteholders, compromise, settle, withdraw or resolve by any other method approved by the Bankruptcy Court any objections to Claims.

#### *B. No Distributions Pending Allowance*

Notwithstanding any other provision of this Plan to the contrary, no payments or distributions of any kind or nature shall be made with respect to all or any portion of a Disputed Claim unless and until all objections to such Disputed Claim have been settled (with the consent of the Required Consenting Noteholders) or withdrawn or have been determined by Final Order, and the Disputed Claim is or becomes Allowed by Final Order; provided, however, that notwithstanding the foregoing, payments or distributions under this Plan to Holders of Allowed Prepetition Notes Claims will be made in full on the Effective Date, regardless of whether such Holders hold any Disputed Claims.

#### *C. Distributions on Account of Disputed Claims Once They Are Allowed*

The Reorganized Debtors or other applicable Distribution Agent shall make distributions on account of any Disputed Claim that has become Allowed after the Effective Date at such time

that such Claim becomes Allowed (or as soon as reasonably practicable thereafter). Such distributions shall be made pursuant to the applicable provisions of Article VII of this Plan.

*D. Reserve for Disputed Claims*

The Debtors, the Reorganized Debtors, and the Distribution Agent may establish such appropriate reserves for Disputed Claims in the applicable Class(es) as they determine necessary and appropriate, in each case with the consent of the Required Consenting Noteholders or as approved by order of the Bankruptcy Court. Without limiting the foregoing, reserves (if any) for Disputed Claims shall equal, as applicable, an amount of property equal to 100% of distributions to which Holders of Disputed Claims in each applicable Class would otherwise be entitled under this Plan as of such date if such Disputed Claims were Allowed based on the Debtors' books and records; provided, however, that the Debtors and the Reorganized Debtors, as applicable, shall have the right to file a motion seeking to estimate any Disputed Claims.

## **ARTICLE IX.**

### **CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN**

*A. Conditions Precedent to Confirmation*

Unless satisfied or waived pursuant to the provisions of Article IX.C hereof, the following are conditions precedent to Confirmation of this Plan.

1. This Plan and the Restructuring Documents are in form and substance reasonably acceptable to the Debtors and the Required Consenting Noteholders;
2. The Confirmation Order has been entered by the clerk of the Bankruptcy Court, and such order is in form and substance consistent in all respects with the Restructuring Term Sheet and the Restructuring Support Agreement and otherwise reasonably acceptable to the Debtors and to the Required Consenting Noteholders; and
3. The Restructuring Support Agreement is in full force and effect and has not been validly terminated in accordance with its terms, and no event has occurred or action has been taken that, with the passage of time or the giving of notice, would permit the Required Consenting Noteholders to terminate the Restructuring Support Agreement.

*B. Conditions Precedent to Consummation*

Unless satisfied or waived pursuant to the provisions of Article IX.C hereof, the following are conditions precedent to Consummation of this Plan.

1. The Confirmation Order has become a Final Order and such order has not been amended, modified, vacated, stayed, or reversed;
2. The Bankruptcy Court has entered one or more Final Orders (which may include the Confirmation Order), in form and substance reasonably acceptable to the Debtors and Required Consenting Noteholders, authorizing the assumption, assumption and assignment and rejection of

the Executory Contracts and Unexpired Leases by the Debtors as contemplated in this Plan and the Plan Supplement;

3. This Plan and the Restructuring Documents have not been amended or modified other than in a manner in form and substance consistent in all respects with the Restructuring Term Sheet, and otherwise reasonably acceptable to the Debtors and the Required Consenting Noteholders;

4. The Restructuring Documents (including the Exit Facility Loan Documents) have been filed, tendered for delivery, and have been effectuated or executed by all Persons and Entities party thereto (as appropriate), and in each case in full force and effect, each to the extent required prior to Consummation. All conditions precedent to the effectiveness of such Restructuring Documents, including, without limitation, the Exit Facility Credit Agreements, have been satisfied or waived pursuant to the terms of such applicable Restructuring Documents (or shall be satisfied concurrently with the occurrence of the Effective Date) and such agreements have closed or shall close simultaneously with the effectiveness of this Plan;

5. The Debtors have received, or concurrently with the occurrence of the Effective Date shall receive (a) an Exit ABL Facility on terms and conditions acceptable to the Required Consenting Noteholders, and/or (b) the Exit DDTL Facility;

6. The Amended/New Corporate Governance Documents have become effective or shall become effective concurrently with the effectiveness of this Plan;

7. All consents, actions, documents, certificates and agreements necessary to implement this Plan and the transactions contemplated by this Plan have been, as applicable, obtained and not otherwise subject to unfulfilled conditions, effected or executed and delivered to the required parties and, to the extent required, filed with the applicable governmental units in accordance with applicable laws, and in each case in full force and effect;

8. All governmental approvals and consents, including Bankruptcy Court approval, that are applicable and legally required for the consummation of this Plan have been obtained, not be subject to unfulfilled conditions and be in full force and effect;

9. The New Board has been selected in accordance with the Restructuring Support Agreement;

10. The Restructuring Support Agreement is in full force and effect and has not been terminated in accordance with its terms, and no event has occurred or action has been taken that, with the passage of time or the giving of notice, would permit the Required Consenting Noteholders to terminate the Restructuring Support Agreement;

11. The Professional Fee Claim Reserve has been funded in full in Cash by the Debtors in accordance with the terms and conditions of this Plan;

12. To the extent invoiced, all Ad Hoc Noteholder Group Fees and Expenses and Prepetition Notes Indenture Trustee Fees and Expenses have been paid in full in Cash;

13. There shall be no ruling, judgment, or order issued by any Governmental Unit making illegal, enjoining or otherwise preventing or prohibiting the consummation of the Restructuring Transactions, unless such ruling, judgment, or order has been stayed, reversed or vacated within three (3) Business Days after such issuance;

14. There shall be no material litigation or investigation by any Governmental Unit involving the Debtors as of the Effective Date that has had, or would reasonably be expected to have, a material adverse effect on the business, financial condition or results of operations of the Reorganized Debtors, taken as a whole; and

15. Since the Petition Date, there shall have been no event, change, effect, occurrence, development, circumstance, condition, result, state of fact or change of fact (each, an “**Event**”) that, individually or together with all other Events, has had, or would reasonably be expected to have, a material adverse effect on either the business, operations, finances, properties, condition (financial or otherwise), assets or liabilities of the Debtors, taken as a whole, or the ability of the Debtors taken as a whole, to perform their respective obligations under, or to consummate the Restructuring Transactions; provided, however, that in no case shall any Event arising from, as a result of, or in connection with (a) the public announcement of the Restructuring Support Agreement, this Plan, or any other Restructuring Document, (b) the pursuit or public announcement of the Restructuring Transaction, (c) the commencement or prosecution of the Chapter 11 Cases, or (d) the pursuit of Confirmation or Consummation, be taken into account in determining whether there has been, or would reasonably be expected to be, a material adverse effect for purposes of this Plan.

*C. Waiver of Conditions*

Subject to section 1127 of the Bankruptcy Code, the conditions to Confirmation and Consummation of this Plan set forth in this Article IX may be waived by the Debtors, with the consent of the Required Consenting Noteholders, without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate this Plan. The failure of the Debtors or Reorganized Debtors to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each right shall be deemed an ongoing right that may be asserted at any time.

*D. Effect of Non-Occurrence of Conditions to Confirmation or Consummation*

If the Confirmation or the Consummation of this Plan does not occur with respect to one or more of the Debtors, then this Plan shall, solely with respect to such applicable Debtor or Debtors, be null and void in all respects and nothing contained in this Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims against or Equity Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any Holders or any other Person or Entity; (3) constitute an Allowance of any Claim or Equity Interest; or (4) constitute an admission, acknowledgment, offer or undertaking by the Debtors, any Holders or any other Person or Entity in any respect.

## ARTICLE X.

### RELEASE, DISCHARGE, INJUNCTION AND RELATED PROVISIONS

#### A. *General*

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases and other benefits provided under this Plan, upon the Effective Date, the provisions of this Plan shall constitute a good faith compromise and settlement of all Claims and Equity Interests and controversies resolved pursuant to this Plan. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Equity Interests and controversies, as well as a finding by the Bankruptcy Court that any such compromise or settlement is in the best interests of the Debtors, their Estates, and any Holders of Claims or Equity Interests and is fair, equitable and reasonable.

Notwithstanding anything contained herein to the contrary, the allowance, classification and treatment of all Allowed Claims and Equity Interests and their respective distributions (if any) and treatments hereunder, takes into account the relative priority and rights of the Claims and the Equity Interests in each Class in connection with any contractual, legal and equitable subordination rights relating thereto whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code or otherwise. As of the Effective Date, any and all contractual, legal and equitable subordination rights, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code or otherwise, relating to the allowance, classification and treatment of all Allowed Claims and Equity Interests and their respective distributions (if any) and treatments hereunder, are settled, compromised, terminated and released pursuant hereto; provided, however, that nothing contained herein shall preclude any Person or Entity from exercising their rights pursuant to and consistent with the terms of this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan.

#### B. *Release of Claims and Causes of Action*

1. **Release by the Debtors and their Estates.** Pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, and except as otherwise expressly provided in this Plan, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, the Debtors and the Reorganized Debtors, in their respective individual capacities and as debtors-in-possession, and on behalf of themselves and their respective Estates, including, without limitation, any successor to the Debtors or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code (collectively, the "**Debtor Releasing Parties**"), shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Debtor Releasing Parties) and their respective assets and properties (the "**Debtor Release**") from any and all Claims, interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies,

and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors (including the management, ownership or operation thereof) or their Affiliates, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, this Plan, the Plan Supplement, the Restructuring Support Agreement, the Restructuring Documents, the Prepetition Debt Documents, and the DIP Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation, preparation dissemination, entry into, or filing of the Restructuring Support Agreement, this Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, the Prepetition Debt Documents, the DIP Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of this Plan, the solicitation of votes on this Plan or the issuance or distribution of Plan Securities pursuant to this Plan that such Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) or that any Holder of a Claim or Equity Interest or other Person or Entity would have been legally entitled to assert for, or on behalf or in the name of, any Debtor, its respective Estate or any Reorganized Debtor (whether directly or derivatively) against any of the Released Parties; provided, however, that the foregoing provisions of this Debtor Release shall not operate to waive or release (i) the rights of such Debtor Releasing Party to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan (including, without limitation, the Exit Facility Loan Documents) or assumed or assumed and assigned, as applicable, pursuant to this Plan or pursuant to a Final Order of the Bankruptcy Court, (ii) any Causes of Action arising from willful misconduct, fraud, or gross negligence, in each case as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction, and (iii) any claims against the Excluded Parties. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity and the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Article X.B shall or shall be deemed to (i) prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person or Entity that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors and/or (ii) operate as a release or waiver of any Intercompany Claims, in each case unless otherwise expressly provided for in this Plan.



Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the Claims released by the Debtor Release; (iii) in the best interest of the Debtors and their Estates; (iv) fair, equitable and reasonable; (v) given and made after due notice and opportunity for hearing; and (vi) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any claim or Cause of Action released pursuant to the Debtor Release.

2. **Release By Third Parties.** Except as otherwise expressly provided in this Plan, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor Releasing Parties above, each Non-Debtor Releasing Party (together with the Debtor Releasing Parties, the "**Releasing Parties**") shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Non-Debtor Releasing Parties) and their respective assets and properties (the "**Third Party Release**") from any and all Claims, interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors (including the management, ownership or operation thereof) or their Affiliates, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, this Plan, the Plan Supplement, the Restructuring Support Agreement, the Restructuring Documents, the Prepetition Debt Documents, and the DIP Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation, preparation, dissemination, entry into or filing of the Restructuring Support Agreement, this Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, the Prepetition Debt Documents, the DIP Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of this Plan, the solicitation of votes on this Plan or the issuance or distribution of Plan Securities pursuant to this Plan that such Non-Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties; *provided, however*, that the foregoing provisions of this Third Party Release shall not operate to waive or release (i) the rights of such Non-Debtor Releasing Party to enforce this Plan and the contracts, instruments,



releases, indentures, and other agreements or documents delivered under or in connection with this Plan (including, without limitation, the Exit Facility Loan Documents) or assumed or assumed and assigned, as applicable, pursuant to this Plan or pursuant to a Final Order of the Bankruptcy Court or (ii) any Causes of Action arising from willful misconduct, fraud, or gross negligence, in each case as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity and the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third Party Release.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third Party Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Third Party Release is: (i) consensual; (ii) essential to the confirmation of this Plan; (iii) in exchange for the good and valuable consideration provided by the Released Parties; (iv) a good faith settlement and compromise of the Claims released by the Third Party Release; (v) in the best interest of the Debtors and all Holders of Claims and Equity Interests; (vi) fair, equitable and reasonable; (vii) given and made after due notice and opportunity for hearing; and (viii) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third Party Release.

*C. Waiver of Statutory Limitations on Releases*

Each of the Releasing Parties in each of the releases contained above expressly acknowledges that although ordinarily a general release may not extend to Claims which the Releasing Party does not know or suspect to exist in its favor, which if known by it may have materially affected its settlement with the party released, they have carefully considered and taken into account in determining to enter into the above releases the possible existence of such unknown losses or claims. Without limiting the generality of the foregoing, each Releasing Party expressly waives any and all rights conferred upon it by any statute or rule of law which provides that a release does not extend to claims which the claimant does not know or suspect to exist in its favor at the time of providing the release, which if known by it may have materially affected its settlement with the released party. The releases contained in this Plan are effective regardless of whether those released matters are presently known, unknown, suspected or unsuspected, foreseen or unforeseen.

*D. Discharge of Claims and Equity Interests*

To the fullest extent provided under section 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code, except as otherwise expressly provided by this Plan (including, without limitation, Article V.D and V.E of this Plan) or the Confirmation Order, effective as of the Effective Date, all consideration distributed under this Plan shall be in exchange for, and in complete satisfaction, settlement, discharge, and release of, all Claims, Equity Interests and Causes of Action of any kind or nature whatsoever against the Debtors and the Reorganized Debtors or any of their respective assets or properties, including any interest accrued on such Claims or Equity

Interests from and after the Petition Date, and regardless of whether any property shall have been abandoned by order of the Bankruptcy Court, distributed or retained pursuant to this Plan on account of such Claims, Equity Interests or Causes of Action.

Except as otherwise expressly provided by this Plan (including, without limitation, Article V.D and V.E of this Plan) or the Confirmation Order, upon the Effective Date, the Debtors and their Estates shall be deemed discharged and released under and to the fullest extent provided under sections 524 and 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code from any and all Claims of any kind or nature whatsoever, including, but not limited to, demands and liabilities that arose before the Confirmation Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code. Such discharge shall void any judgment obtained against the Debtors or the Reorganized Debtors at any time, to the extent that such judgment relates to a discharged Claim.

Except as otherwise expressly provided by this Plan (including, without limitation, Article V.D and V.E of this Plan) or the Confirmation Order, upon the Effective Date: (i) the rights afforded herein and the treatment of all Claims and Equity Interests shall be in exchange for and in complete satisfaction, settlement, discharge, and release of all Claims and Equity Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtors or any of their respective assets, property, or Estates; (ii) all Claims and Equity Interests shall be satisfied, discharged, and released in full, and each of the Debtors' liability with respect thereto shall be extinguished completely without further notice or action; and (iii) all Persons and Entities shall be precluded from asserting against the Debtors, the Estates, the Reorganized Debtors, each of their respective successors and assigns, and each of their respective assets and properties, any such Claims or Equity Interests, whether based upon any documents, instruments or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date or otherwise.

#### *E. Exculpation*

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any claims or Causes of Action arising prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of this Plan, the Disclosure Statement, the Restructuring Documents, the DIP Documents, or any contract, instrument, release or other agreement or document created or entered into in connection with this Plan, including the Restructuring Support Agreement, or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or Consummation of this Plan; provided, however, that the foregoing provisions of this exculpation shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, fraud, or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of any Person or Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with this Plan or assumed pursuant to this Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon

the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions. The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity. Notwithstanding the foregoing, nothing in this Article X.E shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person or Entity that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in this Plan.

*F. Preservation of Causes of Action*

1. Maintenance of Causes of Action

Except as otherwise provided in this Article X (including, without limitation, and for the avoidance of doubt, the Releases contained in Article X.B and Exculpation contained in Article X.E hereof) or elsewhere in this Plan or the Confirmation Order, after the Effective Date, the Reorganized Debtors shall retain all rights to commence, pursue, litigate or settle, as appropriate, any and all Retained Litigation Claims, whether existing as of the Petition Date or thereafter arising, in any court or other tribunal including, without limitation, in an adversary proceeding Filed in the Chapter 11 Cases. The Reorganized Debtors, as the successors-in-interest to the Debtors and the Estates, may, and shall have the exclusive right to, enforce, sue on, settle, compromise, transfer or assign (or decline to do any of the foregoing) any or all of such Retained Litigation Claims without notice to or approval from the Bankruptcy Court.

2. Preservation of All Causes of Action Not Expressly Settled or Released

The Debtors expressly reserve all Causes of Action and Retained Litigation Claims for later adjudication by the Debtors or the Reorganized Debtors (including, without limitation, Causes of Action and Retained Litigation Claims not specifically identified or of which the Debtors may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time or facts or circumstances that may change or be different from those the Debtors now believe to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such Causes of Action or Retained Litigation Claims upon or after the Confirmation or Consummation of this Plan based on the Disclosure Statement, this Plan or the Confirmation Order, except in each case where such Causes of Action or Retained Litigation Claims have been expressly waived, relinquished, released, compromised or settled in this Plan (including, without limitation, and for the avoidance of doubt, the Releases contained in Article X.B and Exculpation contained in Article X.E hereof) or any other Final Order (including, without limitation, the Confirmation Order). In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which any of the Debtors are a plaintiff, defendant or an interested party, against any Person or Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits.

No Person or Entity may rely on the absence of a specific reference in this Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action or Retained Litigation Claim against them as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action or Retained Litigation Claim against them. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action and Retained Litigation Claim against any Person or Entity, except as otherwise expressly provided in this Plan or the Confirmation Order (including, without limitation, and for the avoidance of doubt, the Releases contained in Article X.B and Exculpation contained in Article X.E hereof).

*G. Injunction*

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER, FROM AND AFTER THE EFFECTIVE DATE, ALL PERSONS AND ENTITIES ARE, TO THE FULLEST EXTENT PROVIDED UNDER SECTION 524 AND OTHER APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, PERMANENTLY ENJOINED FROM (I) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY SUIT, ACTION OR OTHER PROCEEDING; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER; (III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE; (IV) ASSERTING A SETOFF OR RIGHT OF SUBROGATION OF ANY KIND; OR (V) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, IN EACH CASE ON ACCOUNT OF OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, EQUITY INTEREST, OR REMEDY RELEASED OR TO BE RELEASED, EXCULPATED OR TO BE EXCULPATED, SETTLED OR TO BE SETTLED OR DISCHARGED OR TO BE DISCHARGED PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER AGAINST ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED). ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASES UNDER SECTION 105 OR SECTION 362 OF THE BANKRUPTCY CODE, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE, SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE.**

*H. Binding Nature Of Plan*

**ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THIS PLAN SHALL BIND, AND SHALL BE DEEMED BINDING UPON, THE DEBTORS, THE REORGANIZED DEBTORS, ANY AND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS, ALL PERSONS AND ENTITIES THAT ARE PARTIES TO OR ARE SUBJECT TO THE SETTLEMENTS, COMPROMISES, RELEASES, EXCULPATIONS, DISCHARGES, AND INJUNCTIONS DESCRIBED IN THIS PLAN, EACH PERSON AND ENTITY ACQUIRING PROPERTY UNDER THIS PLAN, ANY AND ALL NON-DEBTOR PARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES WITH THE DEBTORS AND THE RESPECTIVE SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING, TO**

**THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING WHETHER OR NOT SUCH PERSON OR ENTITY (I) SHALL RECEIVE OR RETAIN ANY PROPERTY, OR INTEREST IN PROPERTY, UNDER THIS PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THIS PLAN, AFFIRMATIVELY VOTED TO REJECT THIS PLAN OR IS CONCLUSIVELY DEEMED TO REJECT THIS PLAN.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE INJUNCTION DOES NOT ENJOIN ANY PARTY UNDER THE RESTRUCTURING SUPPORT AGREEMENT OR THIS PLAN OR UNDER ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE INCLUDED IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN.**

*I. Protection Against Discriminatory Treatment*

To the extent provided by section 525 of the Bankruptcy Code and the Supremacy Clause of the United States Constitution, all Persons and Entities, including Governmental Units, shall not discriminate against the Reorganized Debtors or deny, revoke, suspend or refuse to renew a license, permit, charter, franchise or other similar grant to, condition such a grant to, discriminate with respect to such a grant, against the Reorganized Debtors, or another Person or Entity with whom the Reorganized Debtors have been associated, solely because any Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge) or has not paid a debt that is dischargeable in the Chapter 11 Cases.

*J. Integral Part of Plan*

Each of the provisions set forth in this Plan with respect to the settlement, release, discharge, exculpation, and injunction for or with respect to Claims and/or Causes of Action are an integral part of this Plan and essential to its implementation. Accordingly, each Person or Entity that is a beneficiary of such provision shall have the right to independently seek to enforce such provision and such provision may not be amended, modified, or waived after the Effective Date without the prior written consent of such beneficiary.

## **ARTICLE XI.**

### **RETENTION OF JURISDICTION**

Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, on and after the Effective Date, retain exclusive jurisdiction over the Chapter 11 Cases and all Persons and Entities with respect to all matters related to the Chapter 11 Cases, the Debtors and this Plan as legally permissible, including, without limitation, jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Equity Interest, including, without limitation, the



resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of any such Claim or Equity Interest;

2. grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or this Plan, for periods ending on or before the Effective Date; provided, however, that, from and after the Effective Date, the Reorganized Debtors may pay Professionals in the ordinary course of business for any work performed after the Effective Date and such payment shall not be subject to the approval of the Bankruptcy Court;

3. resolve any matters related to the assumption, assignment or rejection of any Executory Contract or Unexpired Lease and to adjudicate and, if necessary, liquidate, any Claims arising therefrom, including, without limitation, those matters related to any amendment to this Plan after the Effective Date to add Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed or rejected (as applicable);

4. resolve any issues related to any matters adjudicated in the Chapter 11 Cases;

5. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of this Plan;

6. decide or resolve any motions, adversary proceedings, contested or litigated matters and any other Causes of Action that are pending as of the Effective Date or that may be commenced in the future, and grant or deny any applications involving the Debtors that may be pending on the Effective Date or instituted by the Reorganized Debtors after the Effective Date, provided, however, that the Reorganized Debtors shall reserve the right to commence actions in all appropriate forums and jurisdictions;

7. enter such orders as may be necessary or appropriate to implement or consummate the provisions of this Plan and all other contracts, instruments, releases, indentures and other agreements or documents adopted in connection with this Plan, the Plan Supplement or the Disclosure Statement;

8. resolve any cases, controversies, suits or disputes that may arise in connection with the Consummation, interpretation or enforcement of this Plan or any Person or Entity's obligations incurred in connection with this Plan;

9. hear and determine all Causes of Action that are pending as of the Effective Date or that may be commenced in the future;

10. issue injunctions and enforce them, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person or Entity with Consummation or enforcement of this Plan;

11. enforce the terms and conditions of this Plan, the Confirmation Order, and the Restructuring Documents;

12. resolve any cases, controversies, suits or disputes with respect to the Release, the Exculpation, the indemnification and other provisions contained in Article X hereof and enter such

orders or take such other actions as may be necessary or appropriate to implement or enforce all such provisions;

13. hear and determine all Retained Litigation Claims;

14. enter and implement such orders or take such other actions as may be necessary or appropriate if the Confirmation Order is modified, stayed, reversed, revoked or vacated;

15. resolve any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, the Confirmation Order or any release or exculpation adopted in connection with this Plan; and

16. enter an order concluding or closing the Chapter 11 Cases.

Notwithstanding the foregoing, (i) any dispute arising under or in connection with any Exit Facility or any other contract or agreement binding on the Reorganized Debtors that contains provisions governing jurisdiction for litigation of disputes thereunder shall be addressed in accordance with the provisions of the applicable document and (ii) if the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in this Article of this Plan, the provisions of this Article XI shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

## ARTICLE XII.

### MISCELLANEOUS PROVISIONS

#### *A. Substantial Consummation*

“Substantial Consummation” of this Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Effective Date.

#### *B. Payment of Statutory Fees; Post-Effective Date Fees and Expenses*

All fees payable pursuant to section 1930(a) of the Judicial Code, as determined by the Bankruptcy Court at a hearing pursuant to section 1128 of the Bankruptcy Code to the extent necessary, shall be paid by each of the Debtors or the Reorganized Debtors (or the Distribution Agent on behalf of each of the Debtors or Reorganized Debtors), as applicable, for each quarter (including any fraction thereof) until the earliest to occur of the entry of (a) a final decree closing such Debtor’s Chapter 11 Case, (b) an order dismissing such Debtor’s Chapter 11 Case, or (c) an order converting such Debtor’s Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code.

The Reorganized Debtors may pay the liabilities and charges that they incur on or after the Effective Date for Professionals’ fees, disbursements, expenses, or related support services (including reasonable fees, costs and expenses incurred by Professionals relating to the preparation of interim and final fee applications and obtaining Bankruptcy Court approval thereof) in the ordinary course of business and without application or notice to, or order of, the Bankruptcy Court,



including, without limitation, the reasonable fees, expenses, and disbursements of the Distribution Agents and the fees, costs and expenses incurred by Professionals in connection with the implementation, enforcement and Consummation of this Plan and the Restructuring Documents.

*C. Statutory Committee*

On the Effective Date, the current and former members of the Committee, if any, and their respective officers, employees, counsel, advisors and agents, shall be released and discharged of and from all further authority, duties, responsibilities and obligations related to and arising from and in connection with the Chapter 11 Cases and the Committee shall dissolve. Following the completion of the Committee's remaining duties set forth above, the Committee shall be dissolved, and the retention or employment of the Committee's respective attorneys, accountants and other agents shall terminate without further notice to, or action by, any Person or Entity.

*D. Conflicts*

In the event that a provision of the Restructuring Documents or the Disclosure Statement (including any and all exhibits and attachments thereto) conflicts with a provision of this Plan or the Confirmation Order, the provision of this Plan and the Confirmation Order (as applicable) shall govern and control to the extent of such conflict. In the event that a provision of this Plan conflicts with a provision of the Confirmation Order, the provision of the Confirmation Order shall govern and control to the extent of such conflict.

*E. Modification of Plan*

Effective as of the date hereof and subject to the limitations and rights contained in this Plan: (a) the Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify this Plan prior to the entry of the Confirmation Order in a way that is in form and substance consistent in all material respects with the Restructuring Term Sheet and otherwise reasonably acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement, in accordance with section 1127(a) of the Bankruptcy Code; and (b) after the entry of the Confirmation Order, the Debtors or the Reorganized Debtors, as applicable, may, upon order of the Bankruptcy Court, amend or modify this Plan in a way that is in form and substance consistent in all material respects with the Restructuring Term Sheet and otherwise acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement, in accordance with section 1127(b) of the Bankruptcy Code or to remedy any defect or omission or reconcile any inconsistency in this Plan in such manner as may be necessary to carry out the purpose and intent of this Plan. A Holder of a Claim that has accepted this Plan shall be presumed to have accepted this Plan, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such Holder.

*F. Revocation or Withdrawal of Plan*

The Debtors reserve the right to revoke or withdraw this Plan prior to the Effective Date and/or to File subsequent chapter 11 plans, with respect to one or more of the Debtors; provided that any rights under the Restructuring Support Agreement, including any consent rights contained therein, shall remain unaffected. If the Debtors revoke or withdraw this Plan, or if Confirmation

or Consummation of this Plan does not occur with respect to one or more of the Debtors, then with respect to the applicable Debtor or Debtors for which this Plan was revoked or withdrawn or for which Confirmation or Consummation of this Plan did not occur: (1) this Plan shall be null and void in all respects; (2) any settlement or compromise embodied in this Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected by this Plan and any document or agreement executed pursuant hereto shall be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (3) nothing contained in this Plan shall: (a) constitute a waiver or release of any Claims by or against, or any Equity Interests in, the applicable Debtors or any other Person or Entity; (b) prejudice in any manner the rights of the applicable Debtors or any other Person or Entity; or (c) constitute an admission, acknowledgement, offer or undertaking of any sort by the applicable Debtors or any other Person or Entity.

*G. Successors and Assigns*

This Plan shall be binding upon and inure to the benefit of the Debtors, the Reorganized Debtors, all present and former Holders of Claims and Equity Interests, other parties-in-interest, and their respective heirs, executors, administrators, successors, and assigns. The rights, benefits, and obligations of any Person or Entity named or referred to in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor, or assign of such Person or Entity.

*H. Reservation of Rights*

Except as expressly set forth herein, this Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order and this Plan is Consummated. Neither the filing of this Plan, any statement or provision contained herein, nor the taking of any action by the Debtors or any other Person or Entity with respect to this Plan shall be or shall be deemed to be an admission or waiver of any rights of: (1) the Debtors with respect to the Holders of Claims or Equity Interests or other Person or Entity; or (2) any Holder of a Claim or an Equity Interest or other Person or Entity prior to the Effective Date.

*I. Further Assurances*

The Debtors or the Reorganized Debtors, as applicable, all Holders of Claims receiving distributions hereunder and all other Persons and Entities shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan or the Confirmation Order.

*J. Severability*

If, prior to the Confirmation Date, any term or provision of this Plan is determined by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan,

as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

*K. Service of Documents*

Any notice, direction or other communication given regarding the matters contemplated by this Plan (each, a “**Notice**”) must be in writing, sent by personal delivery, electronic mail, courier or facsimile and addressed as follows:

**If to the Debtors:**

Superior Energy Services, Inc.  
1001 Louisiana Street, Suite 2900  
Houston, Texas 77002  
Attn: William B. Masters  
Email: bill.masters@superiorenergy.com

with a copy to:

Latham & Watkins LLP  
885 Third Avenue  
New York, NY 10022  
Attn: Keith A. Simon and George Klidonas  
Direct Dial: (212) 906-1200  
Fax: (212) 751-4864  
Email: keith.simon@lw.com and george.klidonas@lw.com

**If to the Ad Hoc Noteholder Group:**

Davis Polk & Wardwell LLP  
405 Lexington Ave.  
New York, NY 10017  
Attn: Damian S. Schaible and Adam L. Shpeen  
Direct Dial: (212) 450-4000  
Fax: (212) 701-5800  
Email: damian.schaible@davispolk.com and  
adam.shpeen@davispolk.com

A Notice is deemed to be given and received (a) if sent by personal delivery or courier, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day, or (b) if sent by facsimile, on the Business Day following the date of confirmation of transmission by the originating facsimile, or (c) if sent by electronic mail, when the sender receives an email from the recipient acknowledging receipt, provided that an automatic “read receipt” does not constitute acknowledgment of an email for purposes of this Section. Any party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any element of a party’s address that is not specifically changed in a Notice shall be assumed not to be changed. Sending a copy of a Notice to a party’s legal counsel as contemplated above is for information purposes only and does not

constitute delivery of the Notice to that party. The failure to send a copy of a Notice to legal counsel does not invalidate delivery of that Notice to a party.

*L. Exemption from Transfer Taxes Pursuant to Section 1146(a) of the Bankruptcy Code*

Pursuant to and to the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any issuance, transfer, or exchange of a security, or the making or delivery of an instrument of transfer of property, pursuant to or in connection with this Plan or the Restructuring Documents shall not be subject to any Stamp or Similar Tax or governmental assessment in the United States or by any other Governmental Unit, and the Confirmation Order shall direct the appropriate federal, state or local (domestic or foreign) governmental officials or agents to forgo the collection of any such Stamp or Similar Tax or governmental assessment and to accept for filing and recordation instruments or other documents evidencing such action or event without the payment of any such Stamp or Similar Tax or governmental assessment. Such exemption specifically applies, without limitation, to (i) all actions, agreements and documents necessary to evidence and implement the provisions of, transactions contemplated by and the distributions to be made under this Plan or the Restructuring Documents, (ii) the issuance and distribution of the New Common Stock or Plan Securities and Documents, and (iii) the maintenance or creation of security interests or any Lien as contemplated by this Plan or the Restructuring Documents.

*M. Governing Law*

Except to the extent that the Bankruptcy Code, the Bankruptcy Rules or other federal law is applicable, or to the extent that a Restructuring Document or an exhibit or schedule to this Plan provides otherwise, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, the laws of New York, without giving effect to the principles of conflicts of law of such jurisdiction.

*N. Tax Reporting and Compliance*

The Reorganized Debtors are hereby authorized, on behalf of the Debtors, to request an expedited determination under section 505(b) of the Bankruptcy Code of the tax liability of the Debtors for all taxable periods ending after the Petition Date through and including the Effective Date.

*O. Exhibits and Schedules*

All exhibits and schedules to this Plan, including the Exhibits and Plan Schedules, are incorporated herein and are a part of this Plan as if set forth in full herein.

*P. No Strict Construction*

This Plan is the product of extensive discussions and negotiations between and among, *inter alia*, the Debtors, the Consenting Noteholders, and their respective professionals. Each of the foregoing was represented by counsel of its choice who either participated in the formulation and documentation of, or was afforded the opportunity to review and provide comments on, this Plan, the Disclosure Statement, the Exhibits and the Plan Schedules, and the agreements and documents ancillary or related thereto. Accordingly, unless explicitly indicated otherwise, the general rule of contract construction known as “*contra proferentem*” or other rule of strict

construction shall not apply to the construction or interpretation of any provision of this Plan, the Disclosure Statement, the Exhibits or the Plan Schedules, or the documents ancillary and related thereto.

*Q. Entire Agreement*

Except as otherwise provided herein or therein, this Plan and the Restructuring Documents supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan and the Restructuring Documents.

*R. Closing of Chapter 11 Cases*

The Reorganized Debtors shall, promptly after the full administration and Consummation of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

*S. 2002 Notice Parties*

After the Effective Date, the Debtors and the Reorganized Debtors, as applicable, are authorized to limit the list of Persons and Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Persons and Entities who have Filed a renewed request after the Confirmation Hearing to receive documents pursuant to Bankruptcy Rule 2002.

Dated: December 5, 2020

Respectfully submitted,

SUPERIOR ENERGY SERVICES, INC. AND  
ITS AFFILIATE DEBTORS

By: /s/ Westervelt T. Ballard

Title: Chief Financial Officer

**Exhibit B**

Restructuring Support Agreement



## **AMENDED AND RESTATED RESTRUCTURING SUPPORT AGREEMENT**

This Amended and Restated Restructuring Support Agreement (the “**A&R RSA**”), dated as of December 4, 2020, is entered into by and among (i) Superior Energy Services, Inc. (“**Parent**”), (ii) each direct and indirect wholly-owned, domestic subsidiary of Parent party hereto (each an “**SPN Subsidiary**,” and together with Parent, the “**Company**”), and (iii) the Noteholders (as defined below) party hereto (the “**Consenting Noteholders**” and, together with the Company, the “**Parties**” and each a “**Party**”) and amends and restates the Restructuring Support Agreement (the “**Original RSA**”) dated as of September 29, 2020 (the “**Agreement Effective Date**”), by and among the Parties (as amended by that certain First Amendment to Restructuring Support Agreement dated as of October 14, 2020 (the “**First Amendment**”), that certain Second Amendment to Restructuring Support Agreement dated as of October 22, 2020 (the “**Second Amendment**”) this A&R RSA, and as amended, restated, supplemented or otherwise modified from time to time, the “**Agreement**”).

### **RECITALS**

WHEREAS, reference is made to that certain Fifth Amended and Restated Credit Agreement, dated as of October 20, 2017 (as amended, restated, modified, supplemented or replaced from time to time), by and among SESI, L.L.C., a Delaware limited liability company and a wholly owned subsidiary of Parent (“**SESI**”), as borrower, Parent and the other guarantors party thereto from time to time, JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, together with any successor agent, the “**ABL Agent**”), and the lenders party thereto from time to time (the “**ABL Lenders**,” such agreement, the “**ABL Agreement**,” and such facility, the “**ABL Facility**”). Any and all claims and obligations arising under or in connection with the ABL Agreement and related loan documents are defined herein as the “**ABL Claims**.” As of the date hereof, the ABL Facility had an aggregate outstanding principal amount of \$48,477,076 in the form of letters of credit (the “**Aggregate Outstanding ABL Amount**”), plus any accrued but unpaid interest, fees, costs, expenses, and other amounts payable thereunder in accordance with the terms of the ABL Agreement;

WHEREAS, reference is made to (a) that certain Indenture, dated as of December 6, 2011 (as amended, restated, modified, supplemented or replaced from time to time, the “**2021 Indenture**”), by and among SESI, as issuer, each of the guarantors party thereto from time to time, The Bank of New York Mellon Trust Company, N.A., as trustee (in such capacity, together with any successor trustee thereto, the “**2021 Notes Trustee**”), and the noteholders party thereto from time to time (the “**2021 Noteholders**”), governing the issuance of the 7.125% Senior Notes due 2021 (the “**2021 Notes**”), and (b) that certain Indenture, dated as of August 17, 2017 (as amended, restated, modified, supplemented or replaced from time to time, the “**2024 Indenture**” and, together with the 2021 Indenture, the “**Indentures**”), by and among SESI, as issuer, each of the guarantors party thereto from time to time, The Bank of New York Mellon Trust Company, N.A., as trustee (in such capacity, together with any successor trustee thereto, the “**2024 Notes Trustee**”, and, together with the 2021 Notes Trustee, the “**Notes Trustee**”), and the noteholders party thereto from time to time (the “**2024 Noteholders**” and, together with the 2021 Noteholders, the “**Noteholders**”) governing the issuance of the 7.750% Senior Notes due 2024 (the “**2024 Notes**”

and, together with the 2021 Notes, the “**Notes**”). Any and all claims and obligations arising under or in connection with either Indenture are defined herein as the “**Notes Claims**.” As of the date hereof, the Notes had an aggregate outstanding principal amount of \$1,300,000,000 (the “**Aggregate Outstanding Notes Amount**”), plus any accrued but unpaid interest, fees, costs, expenses, and other amounts payable thereunder in accordance with the terms of the Indentures;

WHEREAS, the Parties have engaged in good faith, arm’s length negotiations regarding the terms of this Agreement and the principal terms of a restructuring that is contemplated to be consummated through a chapter 11 plan of reorganization, pursuant to which the Company will seek to restructure its debt obligations and capital structure and to recapitalize the Company in accordance with the terms and conditions set forth in a plan of reorganization conforming in all material respects to the plan of reorganization attached hereto as Exhibit A (as the same may be amended, modified, or supplemented from time to time in accordance with the terms hereof and thereof, the “**Plan**”) and incorporated herein by reference.<sup>1</sup> The restructuring contemplated by the Plan is referred to in this Agreement as the “**Transaction**.”

WHEREAS, in furtherance of such Transaction, the Parties entered into the Existing RSA, which was amended pursuant to the First Amendment and Second Amendment thereto;

WHEREAS, Section 13 hereof permits certain modifications and amendments to the Agreement by written agreement executed by the Company Parties and the Required Consenting Noteholders;

WHEREAS, pursuant to Section 13 hereof, the Company Parties and the Noteholders party hereto, constituting the Required Consenting Noteholders, desire to further amend the Agreement to, among other things, reflect revised Transaction terms;

WHEREAS, the Company Parties and the Noteholders party hereto, constituting the Required Consenting Noteholders, desire to restate the Agreement for the convenience of the Parties to incorporate all changes to this Agreement effectuated through the First Amendment, Second Amendment and this A&R RSA; and

WHEREAS, the Consenting Noteholders party to the Original RSA shall remain and be bound by this Agreement in all respects.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the promises, covenants, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which

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<sup>1</sup> Capitalized terms used but not otherwise defined herein have the meaning given them in the Plan.

are hereby acknowledged, the Parties, intending to be legally bound by this Agreement, agree as follows:

1. The Transaction

Subject to the terms and conditions of this Agreement and the exhibits attached hereto, the Parties agree as follows during the RSA Time Period (as defined below):

a. Generally. Each of the Parties will use commercially reasonable efforts to cause to occur and cooperate in the prompt consummation of the Transaction on terms and conditions consistent in all material respects with the Plan and this Agreement. Each of the Parties shall also cooperate with each other in good faith and shall use commercially reasonable efforts to coordinate their activities in connection with all matters concerning the pursuit, implementation, and consummation of the Transaction. The agreements, representations, warranties, covenants, and obligations of each Consenting Noteholder under or in connection with this Agreement are several and not joint in all respects, even if such agreement, representation, warranty, covenant or obligation is phrased as if given or owed by the Consenting Noteholders collectively. The agreements, covenants, and obligations of each Party under this Agreement are conditioned upon and subject to the terms and conditions of the Transaction and the Definitive Documents (as defined below) being consistent in all material respects with the Plan.

b. Form of Transaction. The Transaction shall be effectuated through prepackaged jointly administered voluntary cases to be commenced by the Company (the “**Chapter 11 Cases**”) under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “**Bankruptcy Court**”) that shall contemplate a chapter 11 plan of reorganization that is consistent in all material respects with the terms and conditions of the Plan.

2. Agreement Effective Date

The Agreement, as presently amended, shall become effective and binding on the Parties upon execution by (a) the Company Parties and (b) the Required Consenting Noteholders. As used herein, the term “**RSA Time Period**” means the time period commencing on the Agreement Effective Date or, with respect to a Consenting Noteholder that became, or becomes, a Consenting Noteholder by executing a Joinder (as defined below) to this Agreement after the Agreement Effective Date, the date of such Joinder or execution, and ending on the Agreement Termination Date (as defined below).

3. All Parties: Implementation of the Transaction

a. Subject to the terms and conditions of this Agreement and the exhibits attached hereto, each Party hereby covenants and agrees as follows during the RSA Time Period:

(1) to negotiate in good faith the definitive documents implementing, achieving or relating to the Transaction or described in or contemplated by this Agreement or the Plan (collectively, such definitive documents, the “**Definitive Documents**”),

including, but not limited to, the Plan (and all exhibits, ballots, solicitation procedures and other documents and instruments related thereto, including any plan supplement documents), the disclosure statement used to solicit votes on the Plan (the “**Disclosure Statement**”), the motion seeking approval of the Disclosure Statement, the order approving the Disclosure Statement, the Plan solicitation procedures and the solicitation of the Plan, the order of the Bankruptcy Court confirming such Plan (the “**Plan Confirmation Order**”), the documents and agreements for the governance of the Reorganized Company,<sup>2</sup> including any shareholders’ agreements and certificates of incorporation (the “**New Organizational Documents**”), any management incentive plan and related documents or agreements, a DIP financing credit agreement and related documentation, any motion seeking approval of any DIP financing or use of cash collateral, any and all documentation required to implement, issue, and distribute the new equity of the Reorganized Company, any and all documentation related to the ABL Agreement and the ABL Facility, any and all documentation related to any Delayed-Draw Term Loan Facility, any and all documentation related to the Equity Rights Offering, and any motion seeking approval thereof, any bar date motion or similar motion and related proposed order seeking to establish dates or deadlines for the filing of proofs of claim, any “first day” pleadings and all orders sought pursuant thereto to be filed by the Company in connection with the Chapter 11 Cases, and any material (with materiality determined in the reasonable discretion of the advisors to that certain ad hoc group of Consenting Noteholders represented by Davis Polk & Wardwell LLP (the “**Ad Hoc Group**”) in consultation with the Company’s advisors) chapter 11 motions, orders and related documents, including, but not limited to, exit financing documents, cash collateral orders and related budgets, and all related agreements, documents, exhibits, annexes and schedules thereto;

(2) to promptly execute and deliver (to the extent they are a party thereto), and otherwise support the prompt consummation of the transactions contemplated by, the Definitive Documents; and

(3) not object to, delay, impede, commence any proceeding, or take any other action to interfere, directly or indirectly, in any material respect with the prompt consummation of the Transaction (or instruct, direct, encourage or support any person or entity to do any of the foregoing).

b. The Definitive Documents that are not executed or in a form attached to this Agreement as of the Agreement Effective Date (or the date of any amendment hereto) remain subject to negotiation and completion. Upon completion, the Definitive Documents and every other document, deed, agreement, filing, notification, letter, or instrument related to the Transaction shall contain terms, conditions, representations, warranties, and covenants not inconsistent with the terms of this Agreement, as they may be modified, amended, or supplemented in accordance with Section 13. The terms and conditions of the Definitive Documents shall be consistent in all material respects with the Plan and at all times reasonably acceptable to the Company and, as of the date of determination, at least three unaffiliated Consenting Noteholders who executed this Agreement on the Agreement Effective Date holding at least 66.6% of the

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<sup>2</sup> The term “**Reorganized Company**” means the Company from and after the effective date of the Plan, as reorganized under and pursuant to the Plan, including any successor thereto (to the extent applicable), by merger, consolidation, transfer of all or substantially all its assets or otherwise.

aggregate principal amount of Notes held by all Consenting Noteholders who executed this Agreement on the Agreement Effective Date (the “**Required Consenting Noteholders**”).

c. In the case of Definitive Documents that the Company intends to file with the Bankruptcy Court, the Company acknowledges and agrees that they will provide advance draft copies of such Definitive Documents to the counsel to the Ad Hoc Group at least three (3) business days prior to the date when the Company intends to file such Definitive Documents; provided, that if three (3) business days in advance is not reasonably practicable, such Definitive Document shall be delivered as soon as reasonably practicable prior to filing, but in no event later than one (1) business day in advance of any filing thereof unless exigent circumstances require otherwise.

#### 4. Milestones

a. The Company shall, during the RSA Time Period, fully comply with the following milestones (the “**Milestones**”) unless extended or waived in writing by the Required Consenting Noteholders:

(1) no later than December 6, 2020, the Company shall commence solicitation of votes on the Plan;

(2) no later than December 7, 2020, the Company shall have commenced the Chapter 11 Cases (the “**Petition Date**”);

(3) no later than December 7, 2020, the Company shall have filed the Plan, the Disclosure Statement and a motion seeking to schedule a combined hearing on the Plan and Disclosure Statement (the “**Combined Hearing Motion**”);

(4) no later than December 11, 2020, the Bankruptcy Court shall have entered an order granting the relief requested in the Combined Hearing Motion;

(5) no later than January 25, 2021, the Bankruptcy Court shall have entered the Plan Confirmation Order and an order approving the Disclosure Statement (which order may be the Plan Confirmation Order); and

(6) no later than February 1, 2021, the effective date of the Plan (the “**Plan Effective Date**”) shall have occurred.

#### 5. Support of the Transaction

a. Consenting Noteholders Support. Subject to the terms and conditions of this Agreement and the exhibits attached hereto, each Consenting Noteholder severally, and not jointly, agrees that, during the RSA Time Period, it will:

(i) upon reasonable request, give any notice, order, instruction, or direction to the applicable Notes Trustee necessary to give effect to the Transaction;

(ii) prior to the Petition Date, not accelerate the Notes Claims, not commence an involuntary bankruptcy case against the Company, and not take any enforcement action or otherwise exercise any remedy against the Company;

(iii) not object to, or otherwise commence any proceeding to oppose (and not instruct or direct the Notes Trustee, as applicable, to object to, or otherwise commence any proceeding to oppose) the Transaction, the confirmation or consummation of the Plan, or approval of the Disclosure Statement;

(iv) not take any action (and not instruct or direct the Notes Trustee, as applicable, to take any action), including, without limitation, initiating or joining in any legal proceeding or filing any pleading, that is inconsistent with its obligations under this Agreement;

(v) provided that such Consenting Noteholder has been solicited in accordance with Sections 1125 and 1126 of the Bankruptcy Code, if applicable, and other applicable law, vote all claims (as defined in Section 101(5) of the Bankruptcy Code) beneficially owned by such Consenting Noteholder, or for which it is the nominee, investment manager, or advisor for beneficial holders thereof, in favor of the Transaction (and to accept the Plan) and in favor of the releases, indemnity and exculpation provided under the Plan in accordance with the applicable procedures set forth in the Disclosure Statement and accompanying voting materials, and return a duly-executed ballot in connection therewith no later than the applicable deadline set forth in the Disclosure Statement;

(vi) other than in connection with or in furtherance of the Transaction, not actively seek, solicit, or support any Alternative Transaction (as defined below);

(vii) not change, withdraw or revoke (or seek to change, withdraw or revoke) any vote to accept the Plan;

(viii) not “opt out” of or object to any releases, indemnity or exculpation provided under the Plan (and to the extent required by such ballot, affirmatively “opt in” to such releases, indemnity and exculpation) and not elect the Cash Payout pursuant to the Plan; and

(ix) not support or vote in favor (or instruct or direct the Notes Trustee, as applicable, to support or vote in favor) of any plan of reorganization or liquidation proposed or filed, or to be proposed or filed, in the Chapter 11 Cases other than the Plan.

Notwithstanding the foregoing, nothing herein shall require any Consenting Noteholder to incur any expenses, liabilities, or other obligations, or to agree to any commitments, undertakings, concessions, indemnities, or other arrangement that could result in expenses, liabilities, or other obligations, in each case, other than to the extent contemplated by this Agreement or the Plan.



b. Service on Committee. Notwithstanding anything in this Agreement to the contrary, if any Consenting Noteholder is appointed to or serves on a committee in the Chapter 11 Cases, the terms of this Agreement shall not be construed to limit its exercise of fiduciary duties in its role as a member of such committee, and any exercise of such fiduciary duties shall not be deemed to constitute a breach of the terms of this Agreement; provided, however, that service as a member of a committee shall not relieve such Consenting Noteholder of its obligations to affirmatively support, and vote to accept, the Plan, on the terms and conditions set forth herein; provided, further, that nothing in this Agreement shall be construed as requiring any Consenting Noteholder to serve on any committee in the Chapter 11 Cases.

c. Other Rights Reserved. Unless expressly limited herein, nothing contained herein shall limit the ability of a Consenting Noteholder to (i) consult with the Company or any other Party (or any of their respective professionals or advisors) or (ii) appear and be heard concerning any matter arising in the Chapter 11 Cases; provided, that such consultation or appearance is not inconsistent with such Party's covenants and obligations under this Agreement. Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall (i) prevent any Consenting Noteholder from enforcing this Agreement or contesting whether any matter, fact or thing is a breach of, or is inconsistent with this Agreement, (ii) subject to its agreements and covenants contained in Section 5 above, be construed to limit any Consenting Noteholder's rights under the applicable Indenture(s), (iii) impair or waive the rights of any Consenting Noteholder to assert or raise any objection permitted under this Agreement in connection with any hearing on confirmation of the Plan or in the Bankruptcy Court, (iv) prevent any Consenting Noteholder from taking any action that is required by applicable law, or (v) require any Consenting Noteholder to take any action that is prohibited by applicable law or to waive or forego the benefit of any applicable legal privilege (*provided, however,* that if any Consenting Noteholder proposes to take any action that is otherwise inconsistent with this Agreement in order to comply with applicable law, such Consenting Noteholder shall provide at least three (3) business days' advance notice to the Company to the extent the provision of notice is practicable under the circumstances).

## 6. Company's Obligations to Support the Transaction

a. Subject to the terms and conditions of this Agreement and the exhibits attached hereto, the Company shall, subject to its applicable fiduciary duties and during the RSA Time Period:

(i) support the Transaction within the timeframes outlined herein and in the Definitive Documents, as applicable, and on terms and conditions consistent in all respects with this Agreement and the Plan;

(ii) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Transaction contemplated in this Agreement, support and take all steps reasonably necessary and desirable to address such impediment;



(iii) obtain any and all required regulatory and/or third-party approvals for the Transaction as expeditiously as practicable (if any, and to the extent such approvals are not overridden by the Bankruptcy Code);

(iv) negotiate in good faith and use commercially reasonable efforts to execute and deliver the Definitive Documents and any other required agreements to effectuate and consummate the Transaction as contemplated by this Agreement;

(v) actively oppose and object to the efforts of any person seeking to object to, delay, impede, or take any other action to interfere with the acceptance, implementation, or consummation of the Transaction (including, if applicable, the filing of timely filed objections or written responses) to the extent such opposition or objection is reasonably necessary or desirable to facilitate implementation of the Transaction;

(vi) comply with each Milestone set forth in this Agreement;

(vii) not later than 24 hours after receipt, provide copies of any term sheets, offers, letters, or other proposals received by the Company or its advisors, whether solicited or unsolicited, for, in connection with, or related to any commitment to provide ABL financing, cash flow revolver, or other revolving credit or similar working capital financing to the Reorganized Company (the “**ABL Financing Commitment**”), and provide, upon reasonable request from advisors to the Ad Hoc Group, detailed updates regarding the status of the Company’s process for obtaining an ABL Financing Commitment;

(viii) not later than 6:00 p.m. (prevailing New York City time) on each Wednesday, beginning with the week ended October 9th, provide a 13-Week Forecast covering the 13-week period beginning on such calendar week, together with a variance report (a “**Variance Report**”) in form and level of detail reasonably satisfactory to the Required Consenting Noteholders and their advisors reconciling the applicable 13-Week Forecast to the actual sources and uses of cash for the rolling four-week period (or, if a four-week period has not elapsed since the Agreement Effective Date, the cumulative period since the Agreement Effective Date) most recently ended on the last Friday prior to the delivery of each Variance Report (a) showing, for such periods, actual results for the following items: (i) cash receipts, (ii) operating disbursements, (iii) payroll, (iv) capital expenditures, (v) operating cash flow, (vi) non-operating disbursements and (vii) net cash flow; (b) noting a line-by-line reconciliation of variances from values set forth for such periods in the relevant 13-Week Forecast; and (c) providing an explanation for all material variances;

(ix) at its own expense, facilitate and hold calls between the Consenting Noteholders, their advisors, and members of the Company’s executive management team and/or their advisors not less than on a bi-weekly basis;

(x) not take any action that is inconsistent with, or is intended or is reasonably likely to interfere with or impede or delay consummation of, the Transaction;

(xi) not file or otherwise pursue a chapter 11 plan or any other Definitive Document that is inconsistent with the terms of this Agreement and the Plan;

(xii) except as contemplated by this Agreement or any Definitive Documents, not (a) operate its business outside the ordinary course, taking into account the Transaction, without the consent of the Consenting Noteholders or (b) transfer any material asset or right of the Company or any material asset or right used in the business of the Company to any person or entity outside the ordinary course of business;

(xiii) maintain the good standing and legal existence of each Company entity under the Laws of the state in which it is incorporated, organized or formed;

(xiv) not grant or agree to grant any additional or any increase in the wages, salary, bonus, commissions, retirement benefits, pension, severance or other compensation or benefits (including in the form of any vested or unvested equity interests of any other kind or nature) of any director, manager, officer or employee of, or any consultant or advisor that is retained or engaged by the Company except in the ordinary course of business, or grant or agree to grant, pursuant to a key employee retention or incentive plan or other similar agreement, any additional or any increase in the wages, salary, bonus or other compensation;

(xv) not enter into, adopt or establish any new compensation or benefit plans or arrangements (including employment agreements and any retention, success or other bonus plans), or amend or terminate any existing compensation or benefit plans or arrangements (including employment agreements);

(xvi) not make or change any tax election (including, with respect to any Company entity that is treated as a partnership or disregarded entity for U.S. federal income tax purposes, an election to be treated as a corporation for U.S. federal income tax purposes), file any amended U.S. federal or state or local income tax return, enter into any closing agreement with respect to material taxes, consent to any extension or waiver of the limitations period applicable to any material tax claim or assessment, change any accounting methods, practices or periods for tax purposes, make or request any tax ruling, enter into any tax sharing or similar agreement or arrangement, or settle any tax material claim or assessment, or take or fail to take any action outside the ordinary course of business (except as contemplated by this Agreement or any Definitive Documents) if such action or failure to act would cause a change to the tax status of the Company or be expected to cause, individually or in the aggregate, a material adverse tax consequence to the Company, in each case, unless the Company has received the consent of the Required Consenting Noteholders;

(xvii) not allow or permit any of their respective material permits to lapse, expire, terminate or be revoked, suspended or modified, or to suffer any material fine, penalty or other sanctions related to any of their respective permits;

(xviii) other than in the ordinary course of business, not (A) enter into any contract which, if existing as of the date of this Agreement, would constitute a material contract had it been entered into prior to the date of this Agreement, or (B) amend, supplement, modify or terminate any material contract;

(xix) not engage in any merger, consolidation, material disposition, material acquisition, investment, dividend, incurrence of indebtedness or other similar transaction in each case outside of the ordinary course of business, other than the transactions contemplated herein and on the terms hereof;

(xx) not enter into, amend, or terminate any engagement letter or retention agreement with any professional, advisor, attorney, agent, banker, or other retained professional, without the consent of the Required Consenting Noteholders, which consent shall not be unreasonably withheld, conditioned or delayed;

(xxi) not pay any discretionary fee payable under that certain engagement letter between Ducera Partners LLC and Johnson Rice & Company L.L.C. and Latham & Watkins LLP, dated as of May 21, 2020, without the consent of the Required Consenting Noteholders;

(xxii) (i) on the date hereof, pay all reasonable and documented fees and expenses of Davis Polk & Wardwell LLP, Evercore Group L.L.C., Porter Hedges LLP, and any other advisors retained by the Ad Hoc Group (collectively, the “**Restructuring Expenses**”), accrued but unpaid as of such date (to the extent invoiced), and fund or replenish, as the case may be, any retainers reasonably requested by any of the foregoing professionals as of such date; (ii) after the Agreement Effective Date, pay all accrued but unpaid Restructuring Expenses on a regular and continuing basis (to the extent invoiced); and (iii) on the Plan Effective Date, so long as this Agreement has not been terminated as to all Parties, pay all accrued and unpaid Restructuring Expenses incurred up to (and including) the Plan Effective Date (to the extent invoiced), without any requirement for Bankruptcy Court review or further Bankruptcy Court order;

(xxiii) as soon as reasonably practicable, notify counsel to the Ad Hoc Group of any governmental or third party complaints, litigations, investigations, or hearings (or communications indicating that the same may be contemplated or threatened) that would prevent, hinder, or delay the consummation of the transactions contemplated in this Agreement or the Plan by furnishing written notice to counsel to the Ad Hoc Group within two (2) business days of actual knowledge of such event;

(xxiv) as soon as reasonably practicable, notify counsel to the Ad Hoc Group of any material breach by the Company in respect of any of the obligations, representations, warranties, or covenants set forth in this Agreement by furnishing written notice to counsel to the Ad Hoc Group within three (3) business days of actual knowledge of such breach;

(xxv) other than in connection with or in furtherance of the Transaction, not actively seek, solicit, or support any (i) competing plan of reorganization

or other financial and/or corporate restructuring of the Company, (ii) issuance, sale or other disposition of any equity or debt interests, or any material assets, of the Company, or (iii) merger, consolidation, business combination, liquidation, recapitalization, refinancing or similar transaction involving the Company (each, an “**Alternative Transaction**”), and if the Company receives an unsolicited bona fide proposal or expression of interest in undertaking an Alternative Transaction that the boards of directors, members, or managers (as applicable) of the Company, determine in their good-faith judgment provides a higher or better economic recovery to the Company’s creditors than that set forth in this Agreement and such Alternative Transaction is from a proponent that the boards of directors, members, or managers (as applicable) of the Company have reasonably determined is capable of timely consummating such Alternative Transaction, the Company will, within 24 hours of the receipt of such proposal or expression of interest, notify counsel to the Ad Hoc Group of the receipt thereof, with such notice to include the material terms thereof, including the identity of the person or group of persons involved; provided that such information remains confidential and is treated on a “professional’s eyes only” basis in accordance with the confidentiality agreement between the Company and counsel to the Ad Hoc Group; and

(xxvi) in the event that the SPN Filing Entities enter into any DIP financing agreement, deliver to the legal and financial advisors to the Ad Hoc Group any notices, reports, or other deliverables required to be delivered to the agent or lenders under such DIP financing agreement at the time such notices, reports, or other deliverables are required to be delivered under such DIP financing agreement.

b. Other Rights Reserved. Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall (i) prevent the Company from enforcing this Agreement or contesting whether any matter, fact or thing is a breach of, or is inconsistent with this Agreement; (ii) prevent the Company from taking any action that is required by applicable law or to waive or forego the benefit of any applicable legal privilege; or (iii) require the Company or the board of directors, board of managers, or similar governing body of the Company, after consulting with outside counsel, to take any action or to refrain from taking any action with respect to the Transaction, including terminating this Agreement pursuant to Section 7 below, to the extent taking or failing to take such action would be inconsistent with applicable law or its fiduciary obligations under applicable law, and this Section 6(b) shall not impede any Party’s right to terminate this Agreement pursuant to Section 7 below.

## 7. Termination

a. All Parties. This Agreement shall immediately and automatically terminate as to all Parties upon the earliest to occur of any of the following, without any requirement to provide notice to any other Party (the date of such termination, the “**Agreement Termination Date**”):

- (i) the Plan Effective Date;
- (ii) the date that is one hundred eighty (180) days after the Agreement Effective Date (the “**Outside Date**”), as such date may be further extended in writing from time to time by the Company and each Consenting Noteholder, if the Plan Effective Date has not occurred;
- (iii) the termination of this Agreement by the Company or the Required Consenting Noteholders; or
- (iv) the Company and the Required Consenting Noteholders mutually agree to such termination in writing.

b. The Company. The Company may terminate this Agreement by written notice to the other Parties upon the occurrence of any of the following events:

- (i) upon a material breach by any Consenting Noteholder of its obligations, representations, warranties, undertakings, commitments or covenants hereunder (a “**Defaulting Creditor**”), which breach is not cured within five (5) business days after the giving of written notice by the Company to all other Parties of a description of such breach; provided, however, the Company may not terminate this Agreement if the Consenting Noteholders that would remain party to this Agreement after excluding such Defaulting Creditor still constitute Noteholders holding at least 66 2/3% of the then outstanding aggregate principal amount of the Notes (the “**Super-Majority Noteholders**”);
- (ii) if the board of directors, members, or managers, as applicable, of the Company reasonably determines, in good faith and based upon advice of outside legal counsel, that proceeding with the Transaction would be inconsistent with the exercise of its applicable fiduciary duties;
- (iii) if the Bankruptcy Court enters an order converting one or more of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code or dismissing any of the Chapter 11 Cases; or
- (iv) if the Bankruptcy Court or other governmental authority with jurisdiction shall have issued any order, injunction or other decree or taken any other action, in each case, which has become final and non-appealable and which restrains, enjoins or otherwise prohibits the implementation of the Transaction or declares this Agreement or any material provision contained herein to be unenforceable.

c. Consenting Noteholders. The Required Consenting Noteholders may terminate this Agreement by written notice to the other Parties upon the occurrence of any of the following events:

(i) upon a material breach by the Company of its obligations, representations, warranties, undertakings, commitments or covenants hereunder, which breach is not cured within five (5) business days after the giving of written notice by the Required Consenting Noteholders to all other Parties of a description of such breach;

(ii) the occurrence of an event set forth in Section 7(b) hereof (other than Section 7(b)(i));

(iii) the failure of the Company to comply with any Milestone;

(iv) the exercise of any rights or remedies against any material assets or property of the Company as a result of the occurrence of a default or event of default under the ABL Agreement;

(v) the occurrence of an event of default under any DIP financing credit agreement or the termination of the SPN Filing Entities' consensual use of any cash collateral;

(vi) the occurrence of any event, change, effect, occurrence, development, circumstance, condition, result, state of fact or change of fact (each, an "Event") that, individually or together with all other Events, has had, or would reasonably be expected to have, a material adverse effect on either the business, operations, finances, properties, condition (financial or otherwise), assets or liabilities of the Company, taken as a whole, or the ability of the Company taken as a whole, to perform their respective obligations under, or to consummate the transactions contemplated by, this Agreement; provided, however, that in no case shall any Event arising from, as a result of, or in connection with (a) the public announcement of this Agreement, the Chapter 11 Plan, or any other Definitive Document, (b) the pursuit or public announcement of the Transaction, (c) the commencement or prosecution of the Chapter 11 Cases, or (d) the pursuit of confirmation or consummation of the Chapter 11 Plan, be taken into account in determining whether there has been, or would reasonably be expected to be, a material adverse effect for purposes of this Agreement;

(vii) if the Company (a) withdraws the Plan, (b) publicly announces their intention not to support the Transaction, or (c) publicly announces or executes a definitive written agreement with respect to an Alternative Transaction;

(viii) if (1) the Company (a) moves to voluntarily dismiss any of the Chapter 11 Cases, (b) moves for conversion of any of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, or (c) moves for appointment of a trustee, receiver, or examiner with expanded powers beyond those set forth in Section 1104(a)(3) and (4) of the Bankruptcy Code, or (2) a final order is entered by the Bankruptcy Court granting any of the relief described in clause (1) above;



(ix) if the Company files a motion or application seeking an order (a) terminating exclusivity under Section 1121 of the Bankruptcy Code or (b) rejecting this Agreement;

(x) if the Company files or otherwise makes public any of the Definitive Documents (including any modification or amendments thereto) in a form that is materially inconsistent with this Agreement;

(xi) if the Company files any motion or pleading with the Bankruptcy Court indicating its intention to support or pursue, or files with the Bankruptcy Court, any chapter 11 plan of reorganization (or related disclosure statement) that is inconsistent in any material respect with this Agreement;

(xii) if the Bankruptcy Court grants relief that is not consistent in any material respect with this Agreement or the Transaction;

(xiii) if the Company files any motion or other pleading with the Bankruptcy Court to approve or otherwise pursue an Alternative Transaction;

(xiv) if the Company enters into an Alternative Transaction or shall have publicly announced its intention to support or pursue, or entered into any agreement to support or pursue, an Alternative Transaction;

(xv) if any of the following shall have occurred: (a) the Company or any affiliate of the Company shall have filed any motion, application, adversary proceeding or cause of action (1) challenging the validity, enforceability, or seek avoidance or subordination of the Notes Claims or (2) otherwise seeking to impose liability upon the Consenting Noteholders, or (b) the Company or any affiliate of the Company shall have supported any application, adversary proceeding or cause of action referred to in the immediately preceding clause (a) filed by another person;

(xvi) if the Bankruptcy Court grants relief terminating, annulling or modifying the automatic stay (as set forth in Section 362 of the Bankruptcy Code) with regard to any assets of the Company having an aggregate fair market value in excess of \$1 million; or

(xvii) if the Bankruptcy Court or other governmental authority with jurisdiction shall have issued any order, injunction or other decree or taken any other action, in each case, which has become final and non-appealable and which restrains, enjoins or otherwise prohibits the implementation of the Transaction or declares this Agreement or any material provision contained herein to be unenforceable.

For the avoidance of doubt, any right to terminate this Agreement as to the Consenting Noteholders may be exercised only by the Required Consenting Noteholders on behalf of all Consenting Noteholders, and may not be exercised by one or more individual Consenting Noteholders not constituting the Required Consenting Noteholders.



d. Effect of Termination. If this Agreement is terminated pursuant to this Section 7, any and all further commitments, undertakings, agreements, obligations, and covenants of the applicable Parties as to whom this Agreement is terminated hereunder shall be terminated without further liability (except for such agreements, obligations, and covenants that expressly survive such termination), and each Party as to whom this Agreement is terminated shall have the rights and remedies that it would have had, had it not entered into this Agreement, and shall be entitled to take all actions, whether with respect to the Transaction or otherwise, that it would have been entitled to take had it not entered into this Agreement, including with respect to any and all Notes Claims or causes of action. Further, if this Agreement is terminated prior to the Plan Confirmation Order being entered by the Bankruptcy Court, any and all consents or ballots tendered by the Parties subject to such termination shall be deemed, for all purposes, to be null and void from the first instance and shall not be considered or otherwise used in any manner by the Parties in connection with the Transaction and this Agreement or otherwise. The Company acknowledges and agrees, and shall not dispute, that during the Chapter 11 Cases (i) the giving of notice of termination, or the exercise of the right to terminate this Agreement, by the Required Consenting Noteholders pursuant to this Agreement shall not be a violation of the automatic stay of Section 362 of the Bankruptcy Code (and the Company hereby waives, to the greatest extent possible, the applicability of the automatic stay to the giving of such notice or the exercise of such right to terminate this Agreement). Notwithstanding anything to the contrary in this Agreement, (i) no termination of this Agreement shall relieve any Party from liability for its breach or non-performance of its obligations hereunder prior to the date of such termination; (ii) the right to terminate this Agreement under this Section 7 shall not be available to any Party whose failure to fulfill any of its material obligations under this Agreement has been the cause of, or resulted in, the occurrence of the proposed termination event; and (iii) nothing in this Agreement shall be construed as prohibiting the Parties from contesting whether any such termination is in accordance with the terms or to seek enforcement of any rights under this Agreement that arose or existed before the date of such termination. Except as expressly provided in this Agreement, nothing in this Agreement is intended to, or does, in any manner waive, limit, impair, or restrict any right of the Parties to protect and reserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any other Party.

#### 8. Representations of the Company

The Company hereby jointly and severally represents and warrants to the other Parties that the following statements are true and correct in all material respects as of the date hereof:

a. Power and Authority. It has all requisite corporate, partnership, limited liability company or other organizational power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its obligations under this Agreement, including the corporate or other organizational power or authority to cause the Company to comply with this Agreement and implement the Transaction.

b. Authorization. The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary corporate, partnership, limited liability company or other organizational action on its part.

c. No Conflicts. The execution and delivery of this Agreement and the performance of its obligations hereunder do not and shall not (i) violate any provision of law, rule, or regulation applicable to it or its certificates of incorporation, or bylaws, or organizational documents or (ii) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it is a party or under its organizational documents.

d. Governmental Consents. The execution and delivery of this Agreement and the performance of its obligations hereunder do not and shall not require any registration or filing with, consent or approval of, or notice to, or other action to, with or by, any federal, state or other governmental authority or regulatory body, other than such filings as may be necessary and/or required for disclosure by the Securities and Exchange Commission or in connection with the Transaction or the Chapter 11 Cases.

e. Binding Obligation. This Agreement is the legally valid and binding obligation of it, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization moratorium, or other similar laws relating to or relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

f. No Litigation. No litigation or proceeding before any court, arbitrator, or administrative or governmental body is pending against it that would adversely affect its ability to enter into this Agreement or perform its obligations hereunder.

g. Representation. It has been represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement and the Plan, and has had the contents hereof fully explained by such counsel and is fully aware of such contents and legal effect.

#### 9. Representations of the Consenting Noteholders

Each of the Consenting Noteholders severally, but not jointly, represents and warrants to the other Parties that the following statements are true and correct in all material respects as of the Agreement Effective Date with respect to itself only:

a. Holdings by Consenting Noteholders. It either (i) is the sole legal and beneficial owner of the principal amount of Notes set forth on its respective signature page hereto (for each such Consenting Noteholder, the "**Consenting Noteholder Claims**"), in each case free and clear of all claims, liens, or encumbrances or (ii) has full investment or voting discretion with respect to such Consenting Noteholder Claims over which it holds investment discretion and has the power and authority to bind the beneficial owner(s) of such Consenting Noteholder Claims to the terms of this Agreement. In addition, it has full and sole power and authority to vote on and consent to matters concerning such Consenting Noteholder Claims with respect to the Transaction.

b. Prior Transfers. It has made no prior assignment, sale, grant, pledge, conveyance, or other transfer of, and has not entered into any agreement to assign, sell, grant, pledge, convey or otherwise transfer, in whole or in part, any portion of its right, title, or interests in its Consenting Noteholder Claims or its voting rights with respect thereto.

c. Power and Authority. It has all requisite corporate, partnership or limited liability company power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its obligations under, this Agreement.

d. Authorization. The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary corporate, partnership or limited liability company action on its part.

e. No Conflicts. The execution and delivery of this Agreement and the performance of its obligations hereunder do not and shall not (i) violate any provision of law, rule, or regulation applicable to it or its certificate of incorporation or by-laws (or other organizational documents) or (ii) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it is a party or under its certificate of incorporation or by-laws (or other organizational documents).

f. Governmental Consents. The execution and delivery of this Agreement and the performance of its obligations hereunder do not and shall not require any registration or filing with, consent or approval of, or notice to, or other action to, with or by, any federal, state or other governmental authority or regulatory body, other than (i) such filings as may be necessary and/or required for disclosure by the Securities and Exchange Commission, and (ii) such filings as may be necessary or required in connection with the Chapter 11 Cases.

g. Binding Obligation. This Agreement is the legally valid and binding obligation of it, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization moratorium, or other similar laws relating to or relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

h. No Litigation. No litigation or proceeding before any court, arbitrator, or administrative or governmental body is pending against it that would adversely affect its ability to enter into this Agreement or perform its obligations hereunder.

i. Representation. It has been represented, or is part of the Ad Hoc group which is represented, by counsel in connection with this Agreement and the transactions contemplated by this Agreement and the Plan, and has had the contents hereof fully explained by such counsel and is fully aware of such contents and legal effect.

j. Accredited Investor. It is (i) a sophisticated investor with respect to the transactions described herein with sufficient knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of owning and investing in securities of the Company (including any securities that may be issued in connection with the Transaction), making an informed decision with respect thereto, and evaluating properly the terms and conditions of this Agreement, and it has made its own analysis and decision to enter in this Agreement, (ii) an "accredited investor" within the meaning of Rule 501 of the Securities Act of 1933 (as amended) or a "qualified institutional buyer" within the meaning of Rule 144A of the Securities Act of 1933 (as amended) and (iii) acquiring any securities that may be issued in connection with the Transaction for its own account and not with a view to the distribution thereof.

Each Consenting Noteholder hereby further confirms that it has made its own decision to execute this Agreement based upon its own independent assessment of documents and information available to it, as it deemed appropriate and sufficient.

10. Additional Claims and Interests

This Agreement shall in no way be construed to preclude a Consenting Noteholder from acquiring additional claims against or equity interests in the Company (collectively, the “**Additional Claims/Interests**”). However, in the event a Consenting Noteholder (or any of their respective controlled funds) shall acquire any such Additional Claims/Interests after the date hereof (or holds such Additional Claims/Interests as of the date hereof), such Additional Claims/Interests shall automatically be deemed, without further notice to or action of any Party, to be subject to the terms and conditions of this Agreement.

11. Transfer of Claims and Existing Equity Interests

a. Each Consenting Noteholder agrees that, during the RSA Time Period, it will not, directly or indirectly, (i) sell, transfer, pledge, assign, hypothecate, grant an option on, or otherwise convey or dispose of any of its Consenting Noteholder Claims (except in connection with consummation of the Transaction), unless such transferee or other recipient is either a Party hereto or has executed and delivered to the Company and counsel to the Ad Hoc Group a joinder, substantially in the form attached hereto as Exhibit B (a “**Joinder**”) or (ii) grant any proxies or enter into a voting agreement with respect to any of the Consenting Noteholder Claims (collectively, a “**Claim Transfer**”). A Consenting Noteholder making a Claim Transfer pursuant to this Section 11 is referred to as a “**Transferor**” and a transferee receiving a Claim Transfer pursuant to this Section 11 is referred to as a “**Transferee**.” Any Claim Transfer that does not comply with the foregoing shall be deemed void *ab initio* and of no force or effect (other than pledges, transfers or security interests that such Consenting Noteholder may have created in favor of a prime broker under and in accordance with its prime brokerage agreement with such prime broker).

b. Upon compliance with the requirements of Section 11(a) of this Agreement, (i) with respect to Consenting Noteholder Claims held by the relevant Transferee upon consummation of a Claim Transfer in accordance herewith, such Transferee is deemed to make all of the representations, warranties, and covenants of a Consenting Noteholder set forth in this Agreement as of the date of such Claim Transfer and (ii) the Transferee shall be deemed a Consenting Noteholder, and the Transferor shall be deemed to relinquish its rights (and be released from its obligations) under this Agreement to the extent of its rights and obligations in respect of such transferred Consenting Noteholder Claims. No Consenting Noteholder shall have any liability under this Agreement arising from or related to the failure of its transferee to comply with the terms of this Agreement.

c. Notwithstanding anything to the contrary herein, (i) this Section 11 shall not preclude any Consenting Noteholder from transferring Notes Claims to affiliates of such Consenting Noteholder (each, a “**Consenting Noteholder Affiliate**”), which Consenting Noteholder Affiliate shall be automatically bound by this Agreement upon the transfer of such Notes Claims without the requirement that such Consenting Noteholder Affiliate execute a

Joinder; and (ii) to the extent that a Consenting Noteholder is acting in its capacity as a Qualified Marketmaker,<sup>3</sup> it may transfer (by purchase, sale, assignment, participation, or otherwise) any right, title or interests in Notes Claims that the Qualified Marketmaker acquires after the Agreement Effective Date and with the purpose and intent of acting as a Qualified Marketmaker for such Notes Claims from a holder that is not a Consenting Noteholder without the requirement that the transferee execute a Joinder or otherwise agree to be bound by the terms and conditions set forth in this Agreement.

d. This Section 11 shall not impose any obligation on the Company to issue any “cleansing letter” or otherwise publicly disclose information for the purpose of enabling a Consenting Noteholder to transfer any of its Consenting Noteholder Claims. Notwithstanding anything to the contrary herein, to the extent the Company and another Party have entered into a confidentiality agreement, the terms of such confidentiality agreement shall continue to apply and remain in full force and effect according to its terms, and this Agreement does not supersede any rights or obligations otherwise arising under such confidentiality agreement.

## 12. Prior Negotiations

Except with respect to terms set forth on the Plan Term Sheet (as defined in the Original RSA) attached to the Original RSA as Exhibit A thereto that are both (a) not superseded by express Plan provisions and (b) otherwise not inconsistent with the Plan (including, without limitation, the terms set forth in the section of the Plan Term Sheet entitled “New Boards”), which terms, for the avoidance of doubt, shall remain binding and enforceable on all of the Parties, this Agreement and the exhibits attached hereto set forth in full the terms of agreement between the Parties and is intended as the full, complete and exclusive contract governing the relationship between the Parties with respect to the transactions contemplated herein, superseding all other discussions, promises, representations, warranties, agreements and understandings, whether written or oral, between or among the Parties with respect thereto; provided, that any confidentiality agreement between or among the Parties shall remain in full force and effect in accordance with its terms; provided, further, that the Parties intend to enter into the Definitive Documents after the date hereof to consummate the Transaction.

## 13. Amendment or Waiver

No waiver, modification, supplement or amendment of the terms of this Agreement or the exhibits attached hereto shall be valid unless such waiver, modification, supplement or amendment is in writing and has been signed by the Company and the Required Consenting Noteholders; provided, that any term or provision of this Agreement or the exhibits attached hereto that expressly requires the consent or approval of a particular Party shall require, as applicable, the written consent or approval of such Party to waive, amend or modify such term or provision. No waiver of any of the provisions of this Agreement or the exhibits attached hereto shall be deemed or constitute a waiver of any other provision of this Agreement or the exhibits attached hereto,

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<sup>3</sup> As used herein, the term “**Qualified Marketmaker**” means an entity that (a) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers claims against the Company (or enter with customers into long and short positions in claims against the Company), in its capacity as a dealer or market maker in claims against the Company and (b) is, in fact, regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).



whether or not similar, nor shall any waiver be deemed a continuing waiver. Any amendment, waiver, or modification of this Section 13 or the definitions of “Outside Date” or “Required Consenting Noteholders” shall require the written consent of all Parties. Any amendment, waiver, or modification that treats any Consenting Noteholder in a manner that is disproportionately adverse, on an economic or non-economic basis, to the treatment of their Notes Claims relative to other Consenting Noteholders shall also require the written consent of such Consenting Noteholder. In determining whether any consent or approval has been given or obtained by the Required Consenting Noteholders, each then existing Defaulting Creditor and its respective Consenting Noteholder Claims shall be excluded from such determination. Any amendment or modification of this Agreement that requires any Consenting Noteholder to incur any expenses, liabilities or other obligations, or to agree to any commitments, undertakings, concessions, indemnities or other arrangements that could result in expenses, liabilities or other obligations, in each case, except as set forth herein as of the time of such Consenting Noteholder’s execution of this Agreement, shall require the consent of each such impacted Consenting Noteholder in order for such waiver, modification, amendment or supplement.

#### 14. RSA Premium

In consideration for entry into the Agreement, each Consenting Noteholder was paid a premium (the “**RSA Premium**”) payable in cash equal to the accrued interest outstanding as of the Agreement Effective Date under the Notes held by each Consenting Noteholder. The RSA Premium was (i) fully earned by each Consenting Noteholder upon execution of the Existing RSA or a Joinder by such Consenting Noteholder on or before the date (the “**RSA Premium Outside Date**”) that was the later of (1) five (5) business days after the Agreement Effective Date or (2) such other date as agreed to in writing between the Company and the Required Consenting Noteholders and (ii) paid by the Company on the date on which the applicable Consenting Noteholder executed the Agreement or a Joinder, but in no event later than the RSA Premium Outside Date. For the avoidance of doubt, any RSA Premium shall not reduce the amount of any Notes Claims (including, without limitation, any Notes Claims on account of accrued and unpaid interest), but rather shall be in addition to any such Notes Claims. In the event that a Consenting Noteholder acquired additional Notes Claims from a party that was not a Consenting Noteholder or otherwise bound to comply with the terms of this Agreement prior to the RSA Premium Outside Date, such Consenting Noteholder was entitled to receive the RSA Premium with respect to such additional Notes Claims.

#### 15. WAIVER OF JURY TRIAL

**EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE EXHIBITS ATTACHED HERETO.**

#### 16. Governing Law and Consent to Jurisdiction and Venue

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to such state’s choice of law provisions which would require the application of the law of any other jurisdiction. By its execution and delivery of this

Agreement, each of the Parties hereby irrevocably and unconditionally agrees for itself that any legal action, suit or proceeding against it with respect to any matter arising under or arising out of or in connection with this Agreement or the exhibits attached hereto or for recognition or enforcement of any judgment rendered in any such action, suit or proceeding, shall be brought in the United States District Court for the Southern District of New York and only to the extent such court lacks jurisdiction, in the New York State Supreme Court sitting in the Borough of Manhattan, and by execution and delivery of this Agreement, each of the Parties hereby irrevocably accepts and submits itself to the jurisdiction of such courts, generally and unconditionally, with respect to any such action, suit or proceeding. Notwithstanding the foregoing consent to jurisdiction and venue, upon any commencement of the Chapter 11 Cases and until the Plan Effective Date, each of the Parties agrees that the Bankruptcy Court shall have jurisdiction over all matters arising out of or in connection with this Agreement or the exhibits attached hereto.

#### 17. Specific Performance

It is understood and agreed by the Parties that, without limiting any rights or remedies available under applicable law or in equity, money damages would not be a sufficient remedy for any breach of this Agreement by any Party and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy of any such breach, including, without limitation, an order of the Bankruptcy Court or other court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder.

#### 18. Reservation of Rights; Settlement Discussions

Except as expressly provided in this Agreement or the exhibits attached hereto, nothing herein is intended to, or does, in any manner, waive, limit, impair or restrict the ability of each Party to protect and preserve its rights, remedies and interests. Notwithstanding anything to the contrary contained in this Agreement or the exhibits attached hereto, nothing in this Agreement or the exhibits attached hereto shall be, or shall be deemed to be or constitute: (i) a release, waiver, novation, cancellation, termination or discharge of the Consenting Noteholders' Notes Claims; or (ii) an amendment, modification or waiver of any term or provision of the Notes or the Indentures, which are hereby reserved and reaffirmed in full. If the Transaction is not consummated, or if this Agreement is terminated for any reason, the Parties hereto fully reserve any and all of their respective rights and remedies thereunder and applicable law.

This Agreement and the Transaction are part of a proposed settlement of a dispute among the Parties. Nothing herein shall be deemed an admission of any kind. Pursuant to Federal Rule of Evidence 408, any applicable state rules of evidence and any other applicable law, foreign or domestic, this Agreement and the exhibits attached hereto and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce the terms of this Agreement or the exhibits attached hereto (as applicable).

#### 19. Headings; Recitals

The section headings of this Agreement are for convenience of reference only and shall not, for any purpose, be deemed a part of this Agreement. The recitals to this Agreement are true and correct and incorporated by reference into this Section 19.



20. Notice

Any notices or other communications required or permitted under, or otherwise in connection with, this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person, by email, or upon confirmation of receipt when transmitted by facsimile transmission (but only if followed by transmittal by national overnight courier or hand for delivery on the next business day) or on receipt after dispatch by registered or certified mail, postage prepaid, or on the next business day if transmitted by national overnight courier, addressed in each case as follows:

If to the Company:

Superior Energy Services, Inc.  
1001 Louisiana Street  
Suite 2900  
Houston, TX 77002  
Attn: David Dunlap  
Telephone (713) 654-2200

*with a copy to:*

Latham & Watkins LLP  
885 Third Avenue  
New York, NY 10022-4834  
Attn: Keith A. Simon  
George Klidonas  
Hugh Murtagh  
Telephone: 212.906.1200  
Fax: 212.751.4864  
Email: keith.simon@lw.com  
george.klidonas@lw.com  
hugh.murtagh@lw.com

If to any Consenting Noteholder:

To the address (if any) specified on the signature page of this Agreement for the applicable Consenting Noteholder

*with a copy to:*

Davis Polk & Wardwell LLP  
450 Lexington Avenue  
New York, NY 10017  
Attn: Damian S. Schaible  
Adam L. Shpeen  
Email: damian.schaible@davispolk.com  
adam.shpeen@davispolk.com

21. Successors and Assigns

Subject to Section 11, neither this Agreement nor any of the rights or obligations hereunder may be assigned by any Party hereto, without the prior written consent of the other Parties hereto, and then only to a Person who has agreed to be bound by the provisions of this Agreement. This Agreement is intended to and shall bind and inure to the benefit of the Parties and their respective successors, permitted assigns, heirs, executors, administrators and representatives, as applicable.

22. No Third-Party Beneficiaries

Unless expressly stated herein, this Agreement shall be solely for the benefit of the Parties hereto and no other person or entity shall be a third party beneficiary hereof or shall otherwise be entitled to enforce any provision hereof.

23. Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement. Any Party hereto may execute and deliver a counterpart of this Agreement by delivery by facsimile transmission or electronic mail of a signature page of this Agreement signed by such Party, and any such facsimile or electronic mail signature shall be treated in all respects as having the same effect as having an original signature. The Company shall redact the Consenting Noteholders' individual fund names as listed on their respective signature page in any publicly filed version of this Agreement.

24. [Reserved]

25. Acknowledgement; Not a Solicitation

This Agreement does not constitute, and shall not be deemed to constitute (i) an offer for the purchase, sale, exchange, hypothecation, or other transfer of securities for purposes of the Securities Act of 1933 and the Securities Exchange Act of 1934 (or any other federal or state law or regulation), or (ii) a solicitation of votes on the Plan for purposes of the Bankruptcy Code. The vote of each Consenting Noteholder to accept or reject the Plan shall not be solicited except in accordance with applicable law.

## 26. Public Announcement and Filings

The Company shall submit drafts to counsel to the Ad Hoc Group of any press releases and public documents that constitute disclosure of the existence or terms of this Agreement or any amendment to the terms of this Agreement at least one (1) business day prior to making any such disclosure, and shall afford such counsel a reasonable opportunity under the circumstances to comment on such documents and disclosures and shall incorporate any such reasonable comments in good faith. Except as required by applicable law or regulation, or the rules of any applicable stock exchange or regulatory body, or in filings to be made with the Bankruptcy Court, no Party or its advisors shall (a) use the name of any Consenting Noteholder in any public manner (including in any press release) with respect to this Agreement, or (b) disclose to any Person, other than advisors to the Company, the principal amount or percentage of any Notes Claims held by any Consenting Noteholder without such Consenting Noteholder's prior written consent; provided, however, that the foregoing shall not prohibit the disclosure of the aggregate percentage or aggregate principal amount of Notes Claims held by all Consenting Noteholders. Except as required by applicable law or regulation, or the rules of any applicable stock exchange or regulatory body, or in filings to be made with the Bankruptcy Court, no Party shall, nor shall it permit any of its respective affiliates to, make any public announcement in respect of this Agreement or the transactions contemplated hereby or by the Plan without the prior written consent of the Company and the Required Consenting Noteholders (in each case such consent not to be unreasonably withheld); provided, however, for the avoidance of doubt, any public announcement required to be made by a Consenting Noteholder or its affiliates in its capacity as an ABL Lender or another type of Company creditor or that contains only publicly-available information regarding this Agreement, the Plan or the Transaction shall not constitute a violation of this Section 26.

## 27. Relationship Among Parties

It is understood and agreed that no Party has any duty of trust or confidence in any form with any other Party, and there are no commitments among or between them, in each case arising solely from or in connection with this Agreement. No prior history, pattern or practice of sharing confidences among or between the Parties shall in any way affect or negate this understanding and agreement. Nothing contained in this Agreement, and no action taken by any Consenting Noteholder hereto is intended to constitute the Consenting Noteholders as a partnership, an association, a joint venture, or any other kind of entity, or create a presumption that any Consenting Noteholder is in any way acting in concert or as a member of a "group" with any other Consenting Noteholder within the meaning of Rule 13d-5 under the Securities Exchange Act of 1934, as amended.

## 28. No Strict Construction

Each Party acknowledges that it has received adequate information to enter into this Agreement, and that this Agreement and the exhibits attached hereto have been prepared through the joint efforts of all of the Parties. Neither the provisions of this Agreement or the exhibits attached hereto nor any alleged ambiguity herein or therein shall be interpreted or resolved against any Party on the ground that such Party's counsel drafted this Agreement or the exhibits attached hereto, or based on any other rule of strict construction.

29. Remedies Cumulative; No Waiver

All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party. The failure of any Party hereto to exercise any right, power, or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon strict compliance by any other Party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such Party of its right to exercise any such or other right, power, or remedy or to demand such strict compliance.

30. Severability

If any portion of this Agreement or the exhibits attached hereto shall be held by a court of competent jurisdiction to be invalid, unenforceable, void or voidable, or violative of applicable law, the remaining portions of this Agreement and the exhibits attached hereto (as applicable) so far as they may practicably be performed shall remain in full force and effect and binding on the Parties hereto, provided that, this provision shall not operate to waive any condition precedent to any event set forth herein.

31. Time

If any time period or other deadline provided in this Agreement expires on a day that is not a business day, then such time period or other deadline, as applicable, shall be deemed extended to the next succeeding business day.

32. Additional Parties

Without in any way limiting the provisions hereof, additional Noteholders may elect to become Parties by executing and delivering to the Company a counterpart hereof. Such additional Noteholders shall become a Party to this Agreement as a Consenting Noteholder in accordance with the terms of this Agreement.

33. Rules of Interpretation

For purposes of this Agreement, unless otherwise specified: (a) each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender; (b) all references herein to “Articles”, “Sections”, and “Exhibits” are references to Articles, Sections, and Exhibits of this Agreement; and (c) the words “herein,” “hereof,” “hereunder” and “hereto” refer to this Agreement in its entirety rather than to a particular portion of this Agreement.

34. Plan

The Plan is expressly incorporated herein by reference and made part of this Agreement as if fully set forth herein. The Plan sets forth the material terms and conditions of the

Transaction; provided, however, the Plan is supplemented by the other terms and conditions of this Agreement and, with respect to terms set forth on the Plan Term Sheet that are both (a) not superseded by express Plan provisions and (b) otherwise not inconsistent with the Plan (including, without limitation, the terms set forth in the section of the Plan Term Sheet entitled “New Boards”), the Plan Term Sheet. In the event of any conflict or inconsistency between the Plan and any other provision of this Agreement, the Plan will govern and control to the extent of such conflict or inconsistency.

35. Email Consents

Where a written consent, acceptance, approval, extension, or waiver is required pursuant to or contemplated under this Agreement, such written consent, acceptance, approval, extension, or waiver shall be deemed to have occurred if, by agreement between counsel to the Parties submitting and receiving such consent, acceptance, approval, extension, or waiver, it is conveyed in writing (including electronic mail) between each such counsel without representations or warranties of any kind on behalf of such counsel.

***[Remainder of page intentionally left blank; signature page follows.]***

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized signatories, solely in their respective capacity as such and not in any other capacity, as of the date first set forth above.

**DEBTOR PARENT:**

**SUPERIOR ENERGY SERVICES, INC.**

By: 

Name: David D. Dunlap

Title: President and Chief Executive Officer

**DEBTOR SUBSIDIARIES:**

**1105 PETERS ROAD, L.L.C.  
ADVANCED OILWELL SERVICES, INC.  
COMPLETE ENERGY SERVICES, INC.  
CONNECTION TECHNOLOGY, L.L.C.  
CSI TECHNOLOGIES, L.L.C.  
GUARD DRILLING MUD DISPOSAL, INC.  
H.B. RENTALS, L.C.  
INTERNATIONAL SNUBBING SERVICES, L.L.C.  
PUMPCO ENERGY SERVICES, INC.  
SEMO, L.L.C.  
SEMSE, L.L.C.  
SERVICIOS HOLDING I, INC.  
SES INTERNATIONAL HOLDINGS GP, LLC  
SES TRINIDAD, L.L.C.  
SESI, L.L.C.  
SESI CORPORATE, LLC  
SESI GLOBAL, LLC  
SPN WELL SERVICES, INC.  
STABIL DRILL SPECIALTIES, L.L.C.  
SUPERIOR ENERGY SERVICES, L.L.C.  
SUPERIOR ENERGY SERVICES COLOMBIA, LLC  
SUPERIOR ENERGY SERVICES GP, LLC  
SUPERIOR ENERGY SERVICES-NORTH  
AMERICA SERVICES, INC.  
SUPERIOR INSPECTION SERVICES, L.L.C.  
SUPERIOR HOLDING, INC.  
WARRIOR ENERGY SERVICES CORPORATION  
WILD WELL CONTROL, INC.  
WORKSTRINGS INTERNATIONAL, L.L.C.**

By: 

Name: David D. Dunlap

Title: President and Chief Executive Officer

*[Consenting Lender Signature Pages Omitted]*



**Exhibit A**

**Plan**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:	X	
	:	Chapter 11
	:	
SUPERIOR ENERGY SERVICES, INC., <i>et al.</i> , <sup>1</sup>	:	Case No. 20-_____ (____)
	:	
Debtors.	:	(Joint Administration Requested)
	:	
	X	

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**JOINT PREPACKAGED PLAN OF REORGANIZATION FOR  
SUPERIOR ENERGY SERVICES, INC. AND ITS AFFILIATE DEBTORS  
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

---

**HUNTON ANDREWS KURTH LLP**

Timothy A. (“Tad”) Davidson II (No. 24012503)  
Ashley L. Harper (No. 24065272)  
600 Travis Street, Suite 4200  
Houston, Texas 77002  
Telephone: (713) 220-4200  
Facsimile: (713) 220-4285

**LATHAM & WATKINS LLP**

George A. Davis (*pro hac vice* admission pending)  
Keith A. Simon (*pro hac vice* admission pending)  
George Klidonas (*pro hac vice* admission pending)  
885 Third Avenue  
New York, New York 10022  
Telephone: (212) 906-1200  
Facsimile: (212) 751-4864

*Proposed Counsel for the Debtors and Debtors-in-Possession*

Dated: December [•], 2020  
Houston, Texas

---

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Superior Energy Services, Inc. (9388), SESI, L.L.C. (4124), Superior Energy Services-North America Services, Inc. (5131), Complete Energy Services, Inc. (9295), Warrior Energy Services Corporation (9424), SPN Well Services, Inc. (2682), Pumpco Energy Services, Inc. (7310), 1105 Peters Road, L.L.C. (4198), Connection Technology, L.L.C. (4128), CSI Technologies, LLC (6936), H.B. Rentals, L.C. (7291), International Snubbing Services, L.L.C. (4134), Stabil Drill Specialties, L.L.C. (4138), Superior Energy Services, L.L.C. (4196), Superior Inspection Services, L.L.C. (4991), Wild Well Control, Inc. (3477), Workstrings International, L.L.C. (0390). The Debtors’ address is 1001 Louisiana Street, Suite 2900, Houston, Texas 77002.

NO CHAPTER 11 CASES HAVE BEEN COMMENCED AT THIS TIME. THIS PREPACKAGED PLAN OF REORGANIZATION, AND THE SOLICITATION MATERIALS ACCOMPANYING THIS PLAN, HAVE NOT BEEN APPROVED BY THE BANKRUPTCY COURT AS CONTAINING “ADEQUATE INFORMATION” WITHIN THE MEANING OF SECTION 1125(a) OF THE BANKRUPTCY CODE. IN THE EVENT THE CHAPTER 11 CASES ARE COMMENCED, THE DEBTORS EXPECT TO PROMPTLY SEEK AN ORDER OF THE BANKRUPTCY COURT (1) APPROVING THE SOLICITATION OF VOTES AS HAVING BEEN IN COMPLIANCE WITH SECTIONS 1126(b) AND 1125(g) OF THE BANKRUPTCY CODE; (2) APPROVING THE ADEQUACY OF THE DISCLOSURE STATEMENT; AND (3) CONFIRMING THE PLAN PURSUANT TO SECTION 1129 OF THE BANKRUPTCY CODE. THE DEBTORS RESERVE THE RIGHT TO CONSUMMATE THE RESTRUCTURING TRANSACTIONS WITHOUT COMMENCING ANY CHAPTER 11 CASES.

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**JOINT PREPACKAGED PLAN OF REORGANIZATION FOR  
SUPERIOR ENERGY SERVICES, INC. AND ITS AFFILIATE DEBTORS  
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

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The above-captioned debtors (each a “**Debtor**” and, collectively, the “**Debtors**”) jointly propose the following prepackaged chapter 11 plan of reorganization (this “**Plan**”) for the resolution of the outstanding Claims (as defined below) against, and Equity Interests (as defined below) in, each of the Debtors. Although proposed jointly for administrative purposes, this Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims against and Equity Interests in each Debtor pursuant to the Bankruptcy Code (as defined below). This Plan is not premised upon the substantive consolidation of the Debtors with respect to the Classes of Claims or Equity Interests set forth in the Plan. The Debtors are the proponents of this Plan within the meaning of section 1129 of the Bankruptcy Code. Reference is made to the Disclosure Statement (as such term is defined herein and distributed contemporaneously herewith) for a discussion of the Debtors’ history, business, results of operations, historical financial information, projections, a summary and analysis of this Plan, the treatment provided for herein and certain related matters. There also are other agreements and documents, which shall be filed with the Bankruptcy Court (as defined below), that are referenced in this Plan or the Disclosure Statement as Exhibits and Plan Schedules. All such Exhibits and Plan Schedules are incorporated into and are a part of this Plan as if set forth in full herein. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code, Bankruptcy Rule 3019 and the terms and conditions set forth in this Plan, the Debtors reserve the right to alter, amend, modify, revoke or withdraw this Plan prior to its substantial consummation.

**ARTICLE I.**

**RULES OF INTERPRETATION, COMPUTATION OF TIME AND DEFINED TERMS**

*A. Rules of Interpretation; Computation of Time*

For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender; (b) subject to the terms of the Restructuring Support Agreement, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced item shall be substantially in that form or substantially on those terms and conditions; (c) except as otherwise provided herein, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document shall mean as it may be amended, restated, modified or supplemented from time to time; (d) any reference to a Person or an Entity as a Holder of a Claim or an Equity Interest includes that Person’s or Entity’s respective successors and assigns; (e) unless otherwise specified, all references herein to “Articles,” “Sections,” “Exhibits” and “Plan Schedules” are references to Articles, Sections, Exhibits and Plan Schedules hereof or hereto; (f) unless otherwise stated, the words “herein,” “hereof,” “hereunder” and “hereto” refer to this Plan in its entirety rather than



to a particular portion of this Plan; (g) subject to the provisions of any contract, certificate of incorporation, by-law, instrument, release, indenture, or other agreement or document entered into in connection with this Plan and except as expressly provided in Article XII.D of this Plan, the rights and obligations arising pursuant to this Plan shall be governed by, and construed and enforced in accordance with the applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (h) except as otherwise specifically provided herein or the Restructuring Support Agreement, any provision in this Plan, the Exhibits and Plan Schedules hereto, and the Plan Supplement shall be in form and substance consistent in all respects with the Restructuring Support Agreement and subject to all consent and consultation rights of the parties thereto (as specified in the Restructuring Support Agreement) in all respects; (i) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (j) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply to this Plan; (k) references to a specific article, section, or subsection of any statute, rule, or regulation expressly referenced herein shall, unless otherwise specified, include any amendments to or successor provisions of such article, section, or subsection; (l) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (m) references to “shareholders,” “directors,” and/or “officers” shall also include “members” and/or “managers,” as applicable, as such terms are defined under the applicable state limited liability company laws; (n) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; and (o) the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words “without limitation.” Except as otherwise specifically provided in this Plan to the contrary, references in this Plan to “the Debtors” or to “the Reorganized Debtors” shall mean “the Debtors and the Reorganized Debtors,” as applicable, to the extent the context requires.

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to this Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

## ***B. Defined Terms***

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form herein:

“*510(b) Equity Claim*” means any Claim subordinated pursuant to section 510(b) of the Bankruptcy Code.

“*Accredited Cash Opt-Out Noteholder*” means a Cash Opt-Out Noteholder who (a) is an “*accredited investor*” (within the meaning of Rule 501(a) under the Securities Act (as defined below)) or a “*qualified institutional buyer*” (within the meaning of Rule 144A of the Securities Act), and (b) holds at least \$1,000 in principal amount of Prepetition Notes.

“*Accrued Professional Compensation*” means, with respect to a particular Professional, an Administrative Claim of such Professional for compensation for services rendered or

reimbursement of costs, expenses or other charges incurred on or after the Petition Date and prior to and including the Effective Date.

*“Ad Hoc Noteholder Group”* means that certain ad hoc group of Holders of the Prepetition Notes represented by the Ad Hoc Noteholder Group Professionals.

*“Ad Hoc Noteholder Group Fees and Expenses”* means all unpaid reasonable and documented fees and out-of-pocket expenses of the Ad Hoc Noteholder Group Professionals incurred in connection with the Chapter 11 Cases or in furtherance of the Plan.

*“Ad Hoc Noteholder Group Professionals”* means, collectively, (a) Davis Polk & Wardwell LLP and Porter Hedges LLP, as legal counsel to the Ad Hoc Noteholder Group, (b) Evercore Group L.L.C., as financial advisor to the Ad Hoc Noteholder Group, and (c) any other advisors to the Ad Hoc Noteholder Group.

*“Administrative Claim”* means a Claim for costs and expenses of administration incurred during the Chapter 11 Cases that are Allowed under sections 503(b), 507(a)(2), 507(b) or 1114(e)(2) of the Bankruptcy Code, including, without limitation: (a) any actual and necessary costs and expenses incurred on or after the Petition Date and prior to and including the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) Professional Fee Claims and any other compensation for legal, financial, advisory, accounting, and other services and reimbursement of expenses Allowed by the Bankruptcy Court under sections 328, 330, 331 or 503(b) of the Bankruptcy Code to the extent incurred on or after the Petition Date and prior to and including the Effective Date; (c) all fees and charges assessed against the Estates under section 1930, chapter 123, of title 28, United States Code; (d) all requests for compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases Allowed pursuant to sections 503(b)(3), (4) and (5) of the Bankruptcy Code; and (e) the Cure Claim Amounts.

*“Affiliate”* means an “affiliate,” as defined in section 101(2) of the Bankruptcy Code; *provided*, that with respect to any Entity that is not a Debtor, the term “Affiliate” shall apply to such Entity as if such Entity were a Debtor.

*“Affiliate Debtor(s)”* means, individually or collectively, any Debtor or Debtors other than Parent.

*“Allowed”* means, with respect to a Claim or Equity Interest: (a) any Claim or Equity Interest as to which no objection to allowance has been interposed (either in the Bankruptcy Court or in the ordinary course of business) on or before the applicable time period fixed by applicable non-bankruptcy law or such other applicable period of limitation fixed by the Bankruptcy Code, the Bankruptcy Rules or the Bankruptcy Court, or as to which any objection has been determined by a Final Order, either before or after the Effective Date, to the extent such objection is determined in favor of the respective Holder; (b) any Claim or Equity Interest as to which the liability of the Debtors and the amount thereof are determined by a Final Order of a court of competent jurisdiction other than the Bankruptcy Court, either before or after the Effective Date; or (c) any Claim or Equity Interest expressly deemed Allowed by this Plan.

*“Amended/New Corporate Governance Documents”* means, as applicable, the amended and restated or new applicable corporate governance documents (including, without limitation, the bylaws, certificates of incorporation, LLC agreements, stockholders agreements, registration rights agreements and other governance documents, as applicable) of the Reorganized Debtors in substantially the form Filed with the Plan Supplement, which documents shall be acceptable to the Required Consenting Noteholders, in consultation with the Debtors, and consistent with the Restructuring Support Agreement.

*“Avoidance Actions”* means any and all actual or potential avoidance, recovery, subordination or similar actions or remedies that may be brought by and on behalf of the Debtors or their Estates under the Bankruptcy Code or applicable non-bankruptcy law, including, without limitation, actions or remedies arising under chapter 5 of the Bankruptcy Code or under similar local, state, federal or foreign statutes and common law, including fraudulent transfer, conveyance laws or similar laws.

*“Ballots”* means the ballots accompanying the Disclosure Statement upon which Holders of Impaired Claims entitled to vote shall, among other things, indicate their acceptance or rejection of this Plan in accordance with this Plan and the procedures governing the solicitation process, and which must be actually received by the Voting and Claims Agent on or before the Voting Deadline.

*“Bankruptcy Code”* means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time and as applicable to the Chapter 11 Cases.

*“Bankruptcy Court”* means the United States Bankruptcy Court for the Southern District of Texas, having jurisdiction over the Chapter 11 Cases and, to the extent of the withdrawal of any reference under section 157 of title 28 of the United States Code and/or the Order of the United States District Court for the Southern District of Texas pursuant to section 157(a) of title 28 of the United States Code, the United States District Court for the Southern District of Texas.

*“Bankruptcy Rules”* means the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, in each case as amended from time to time and as applicable to the Chapter 11 Cases.

*“Business Day”* means any day, other than a Saturday, Sunday or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

*“Cash”* means the legal tender of the United States of America or the equivalent thereof, including bank deposits, checks and cash equivalents, as applicable.

*“Cash Opt-Out Noteholder”* means a Holder of Prepetition Notes Claims that validly and timely elects on or before the Voting Deadline, in accordance with the instructions set forth on the Ballot provided to such Holder, to affirmatively opt-out of the Cash Payout and, in lieu of receiving its Pro Rata portion of the Cash Payout, (a) receive its Pro Rata portion of the New Common Stock and (b) become eligible to exercise its Subscription Rights, to the extent such Holder is an Accredited Cash Opt-Out Noteholder; *provided* that all Consenting Noteholders shall be Cash Opt-Out Noteholders.

“*Cash Payout*” means Cash in an aggregate amount equal to 2.00% of the principal due under the Prepetition Notes held by all Cash Payout Noteholders.

“*Cash Payout Noteholder*” means a Holder of Prepetition Notes Claims that is not a Cash Opt-Out Noteholder.

“*Causes of Action*” means any and all claims, causes of action (including Avoidance Actions), controversy, demands, right, lien, indemnity, guaranty, suit, loss, debt, damage, judgment, account, defense, remedy, power, privilege, proceeding, actions, suits, obligations, liabilities, cross-claims, counterclaims, offsets, or setoffs of any kind or character whatsoever, in each case whether known or unknown, contingent or non-contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, suspected or unsuspected, foreseen or unforeseen, direct or indirect, choate or inchoate, existing or hereafter arising, under statute, in contract, in tort, in law, or in equity, or pursuant to any other theory of law, federal or state, whether asserted or assertable directly or derivatively in law or equity or otherwise by way of claim, counterclaim, cross-claim, third party action, action for indemnity or contribution or otherwise, based in whole or in part upon any act or omission or other event occurring prior to the Petition Date or during the course of the Chapter 11 Cases, including through the Effective Date.

“*Chapter 11 Case(s)*” means (a) when used with reference to a particular Debtor, the case under chapter 11 of the Bankruptcy Code that shall be commenced by such Debtor in the Bankruptcy Court, and (b) when used with reference to all Debtors, the cases under chapter 11 of the Bankruptcy Code that shall be commenced by the Debtors in the Bankruptcy Court.

“*Claim*” means any “claim” (as defined in section 101(5) of the Bankruptcy Code) against any Debtor, whether or not assessed or Allowed.

“*Claims Register*” means the official register of Claims and Equity Interests maintained by the Voting and Claims Agent.

“*Class*” means a category of Holders of Claims or Equity Interests as set forth in Article III hereof pursuant to section 1122(a) of the Bankruptcy Code.

“*Collateral*” means any property or interest in property of the Debtors’ Estates that is subject to a valid and enforceable Lien to secure a Claim.

“*Committee*” means the official committee of unsecured creditors appointed in the Chapter 11 Cases, if any.

“*Confirmation*” means the occurrence of the Confirmation Date, subject to all conditions specified in Article IX of this Plan having been satisfied or waived pursuant to Article IX of this Plan.

“*Confirmation Date*” means the date on which the clerk of the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court in the Chapter 11 Cases.

“*Confirmation Hearing*” means the combined hearing held by the Bankruptcy Court pursuant to sections 105(d)(2)(B)(vi) and 1128 of the Bankruptcy Code and paragraph M of the

Procedures for Complex Cases in the Southern District of Texas to consider (a) final approval of the Disclosure Statement under sections 1125 and 1126(b) of the Bankruptcy Code and (b) confirmation of this Plan, as such hearing may be adjourned or continued from time to time with the consent of the Required Consenting Noteholders.

“*Confirmation Order*” means the order of the Bankruptcy Court (a) approving the Disclosure Statement on a final basis and (b) confirming this Plan pursuant to sections 1125, 1126(b) and 1129 of the Bankruptcy Code, which order shall be acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement.

“*Consenting Noteholders*” has the meaning set forth in the Restructuring Support Agreement.

“*Consummation*” means the occurrence of the Effective Date.

“*Cure Claim Amount*” has the meaning set forth in Article VI.B of this Plan.

“*D&O Liability Insurance Policies*” means all insurance policies (including, without limitation, the D&O Tail Policy, any general liability policies, any errors and omissions policies, and, in each case, any agreements, documents, or instruments related thereto) maintained by the Debtors as of the Effective Date for liabilities against any of the Debtors’ respective directors, managers, and officers.

“*D&O Tail Policy*” means the extension of any of the D&O Liability Insurance Policies for any period beyond the end of the policy period, and for claims based on conduct occurring prior to the Effective Date, including but not limited to that certain directors’ & officers’ liability insurance policy purchased by the Debtors on or about December 3, 2020.

“*Debtor Release*” has the meaning set forth in Article X.B hereof.

“*Debtor Releasing Parties*” has the meaning set forth in Article X.B hereof.

“*Delayed-Draw Term Loan Facility*” means that certain \$200,000,000 Delayed-Draw Term Loan Facility described in the Delayed-Draw Term Loan Commitment Letter.

“*Delayed-Draw Term Loan Commitment Letter*” means the commitment letter governing the Delayed-Draw Term Loan Facility and entered into by Parent and the Delayed-Draw Commitment Parties on September 30, 2020, as amended, supplemented or otherwise modified from time to time.

“*Delayed-Draw Commitment Parties*” means those Prepetition Noteholders that are parties to the Delayed-Draw Term Loan Commitment Letter and have agreed, pursuant to the Delayed-Draw Term Loan Commitment Letter, to provide the Delayed-Draw Term Loan Facility, each in its respective capacity as such.

“*DIP Agent*” means JPMorgan Chase Bank, N.A., or its duly appointed successor, in its capacity as administrative agent and collateral agent under the DIP Agreement.



“*DIP Agreement*” means that certain Senior Secured Debtor-In-Possession Credit Agreement, dated as of December [•], 2020, by and among the Debtors, the DIP Agent, and the DIP Lenders, as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof prior to the Effective Date.

“*DIP Contingent Obligations*” means all contingent obligations not due and payable under the DIP Documents on the Effective Date, including any and all indemnification and expense reimbursement obligations of the Debtors that are contingent as of the Effective Date.

“*DIP Documents*” means the “Loan Documents” as defined in the DIP Agreement, in each case as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof prior to the Effective Date.

“*DIP Facility Claims*” means any and all Claims arising from, under, or in connection with the DIP Agreement or any of the DIP Documents.

“*DIP Final Order*” means that certain *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection to Prepetition ABL Secured Parties, (V) Modifying Automatic Stay, and (VII) Granting Related Relief* entered by the Bankruptcy Court on [•], 2020 (Docket No. [•]), as amended, supplemented or modified from time to time.

“*DIP Interim Order*” means that certain *Interim Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection to Prepetition ABL Secured Parties, (V) Modifying Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* entered by the Bankruptcy Court on [•], 2020 (Docket No. [•]), as amended, supplemented or modified from time to time.

“*DIP Lenders*” means, collectively, the banks, financial, institutions, and other lenders party to the DIP Agreement from time to time, and each arranger, bookrunner, syndication agent, manager, and documentation agent party to the DIP Agreement from time to time.

“*DIP Liens*” means the Liens securing the payment of the DIP Super-Priority Claims.

“*DIP Orders*” means, collectively, the DIP Interim Order and the DIP Final Order.

“*DIP Required Lenders*” shall mean the “Required Lenders” as defined in the DIP Agreement.

“*DIP Super-Priority Claims*” means any and all Claims arising from, under, or in connection with the DIP Agreement or any other DIP Documents, including Claims for all principal amounts outstanding, interest, fees, expenses, costs, and other charges and all other “Obligations” as defined in the DIP Agreement.

“*Disclosure Statement*” means that certain *Disclosure Statement for the Joint Prepackaged Plan of Reorganization for Superior Energy Services, Inc. and its Affiliate Debtors under Chapter*

11 of the Bankruptcy Code, dated as of December [•], 2020 (as amended, supplemented, or modified from time to time and including all exhibits and schedules thereto and references therein that relate to this Plan and as approved by the Disclosure Statement Interim Order or Confirmation Order).

“*Disclosure Statement Interim Order*” means that certain Order (I) Conditionally Approving Disclosure Statement, (II) Scheduling Combined Hearing on (A) Adequacy Of Disclosure Statement and (B) Confirmation of Plan, (III) Establishing Deadline to Object to Disclosure Statement and Plan and Form of Notice Thereof, (IV) Approving Solicitation Procedures and Forms of Ballots and Notice of Non-Voting Status, (V) Conditionally Waiving Requirement of Filing Schedules and Statements and of Convening Section 341 Meeting of Creditors, and (IV) Granting Related Relief, entered by the Bankruptcy Court on [•], 2020 (Docket No. [•]), as amended, supplemented or modified from time to time, which, among other things, conditionally approves the Disclosure Statement, on an interim basis, and approves the Equity Rights Offering Procedures.

“*Disputed*” means any Claim or any portion thereof, that has not been Allowed, but has not been disallowed pursuant to this Plan or a Final Order of the Bankruptcy Court or other court of competent jurisdiction.

“*Distribution Agent*” means the Reorganized Debtors or any party designated by the Reorganized Debtors to serve as distribution agent under this Plan. For purposes of distributions under this Plan to the Holders of Allowed DIP Super-Priority Claims, Allowed Prepetition Credit Agreement Claims and Allowed Prepetition Notes Claims, the DIP Agent, the Prepetition Credit Agreement Agent, and the Prepetition Notes Indenture Trustee, respectively, shall be and shall act as the Distribution Agent.

“*Distribution Record Date*” means the date for determining which Holders of Claims and Equity Interests are eligible to receive distributions under this Plan, which date shall be the Effective Date or such other date acceptable to the Required Consenting Noteholders. The Distribution Record Date shall not apply to securities of the Debtors deposited with DTC, the holders of which shall receive a distribution in accordance with Article VII of this Plan and, as applicable, the customary procedures of DTC.

“*DTC*” means the Depository Trust Company.

“*Effective Date*” means the first Business Day on which the conditions specified in Article IX of this Plan have been satisfied or waived in accordance with the terms of Article IX.

“*Entity*” means an “entity” as defined in section 101(15) of the Bankruptcy Code.

“*Equity Interest*” means (a) any Equity Security or other ownership interest in any Debtor, including, without limitation, all issued, unissued, authorized or outstanding units, shares of stock and other ownership interests, together with (i) any options, warrants or contractual rights to purchase or acquire any such Equity Securities at any time with respect to any Debtor, and all rights arising with respect thereto and (ii) the rights of any Person or Entity to purchase or demand the issuance of any of the foregoing and shall include: (1) conversion, exchange, voting,



participation, and dividend rights; (2) liquidation preferences; (3) options, warrants, and call and put rights; (4) share-appreciation rights; and (5) all Unexercised Equity Interests, in each case, as in existence immediately prior to the Effective Date; and (b) any 510(b) Equity Claim, in each case, as in existence immediately prior to the Effective Date.

“*Equity Rights Offering*” means that certain offering of Subscription Rights exercisable solely by electing Accredited Cash Opt-Out Noteholders, to purchase the New Common Stock on a Pro Rata basis for up to an aggregate amount equal to the Equity Rights Offering Amount.

“*Equity Rights Offering Amount*” means an amount equal to the cash proceeds of the Equity Rights Offering, which amount shall not exceed the amount of the Cash Payout.

“*Equity Rights Offering Procedures*” means the procedures for the implementation of the Equity Rights Offering as approved in the Disclosure Statement Interim Order.

“*Equity Rights Offering Shares*” means the shares of New Common Stock issued pursuant to the Equity Rights Offering.

“*Equity Security*” means an “equity security” as defined in section 101(16) of the Bankruptcy Code.

“*Estate(s)*” means, individually, the estate of each of the Debtors and, collectively, the estates of all of the Debtors created under section 541 of the Bankruptcy Code.

“*Exchange Act*” means the Securities Exchange Act of 1934, 15 U.S.C. §§ 78a *et seq.*, as now in effect or hereafter amended, and any rules and regulations promulgated thereunder.

“*Excluded Parties*” means, collectively, (i) any director, officer, manager, or employee of the Debtors that did not serve in such capacity on or after the Restructuring Support Agreement Effective Date or (ii) any other entity named as a defendant in a pending suit by the Debtors.

“*Exculpated Parties*” means, collectively, in each case in their capacities as such:

- (a) the Debtors;
- (b) the Reorganized Debtors;
- (c) the Prepetition Credit Agreement Agent and the Prepetition Credit Agreement Lenders;
- (d) the DIP Agent;
- (e) the DIP Lenders;
- (f) the Prepetition Notes Indenture Trustee;
- (g) the Ad Hoc Noteholder Group and the members thereof;
- (h) the Consenting Noteholders;

- (i) the Delayed-Draw Commitment Parties;
- (j) the Distribution Agents;
- (k) each Exit Facility Agent;
- (l) the Exit Facility Lenders; and
- (m) with respect to each of the foregoing Persons and Entities in clauses (a) through (l), each such Person's and Entity's respective Related Persons, in each case solely in their capacity as such.

"*Exculpation*" means the exculpation provision set forth in Article X.E hereof.

"*Executory Contract*" means a contract to which any Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

"*Exhibit*" means an exhibit annexed to either this Plan or as an appendix to the Disclosure Statement (as such exhibits are amended, modified or otherwise supplemented from time to time).

"*Exit ABL Facility*" means a secured asset-based revolving credit facility, if any, entered into on the Effective Date in accordance with the Restructuring Documents and the Restructuring Support Agreement.

"*Exit DDTL Facility*" means a delayed-draw term loan facility up to \$200 million, if any, that may be provided by the Delayed-Draw Commitment Parties upon the terms and subject to the conditions of the Delayed-Draw Term Loan Commitment Letter and entered into on the Effective Date in accordance with the Restructuring Documents and the Delayed-Draw Term Loan Commitment Letter.

"*Exit Facility*" means any Exit ABL Facility and/or the Exit DDTL Facility, as applicable.

"*Exit Facility Agent*" means the administrative agent and collateral agent under any Exit Facility Credit Agreement, solely in its capacity as such.

"*Exit Facility Credit Agreement*" means each credit agreement in respect of the Exit Facility, in substantially the form as Filed, or consistent with a term sheet as Filed, with the Plan Supplement, the terms and conditions of which are acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement.

"*Exit Facility Lenders*" means the lenders under each Exit Facility Credit Agreement, solely in their respective capacities as such.

"*Exit Facility Loan Documents*" means each Exit Facility Credit Agreement and any other guarantee, security agreement, deed of trust, mortgage, and other documents (including UCC financing statements), contracts, and agreements entered into with respect to, or in connection with, the applicable Exit Facility Credit Agreement.

“*File*” or “*Filed*” or “*Filing*” means file, filed or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

“*Final Order*” means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the subject matter, as entered on the docket in any Chapter 11 Case or the docket of any court of competent jurisdiction, and as to which the time to appeal, or seek certiorari or move for a new trial, reargument, or rehearing has expired and no appeal or petition for certiorari or other proceedings for a new trial, reargument, or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be timely filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument, or rehearing shall have been denied, resulted in no stay pending appeal of such order, or has otherwise been dismissed with prejudice; provided, however, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order shall not preclude such order from being a Final Order.

“*General Unsecured Claim*” means any Claim that is not a/an: Administrative Claim; DIP Facility Claim; Professional Fee Claim; Priority Tax Claim; Secured Tax Claim; Other Priority Claim; Other Secured Claim; Intercompany Claim; Prepetition Debt Claim; or 510(b) Equity Claim.

“*Governmental Unit*” means a “governmental unit” as defined in section 101(27) of the Bankruptcy Code.

“*Holder*” means a Person or an Entity holding a Claim or Equity Interest, as the context requires.

“*Impaired*” means, when used in reference to a Claim or Equity Interest, a Claim or Equity Interest that is “impaired” within the meaning of section 1124 of the Bankruptcy Code.

“*Indemnification Provisions*” means, collectively, each of the provisions in place as of the Restructuring Support Agreement Effective Date (whether in bylaws, certificates of formation or incorporation, board resolutions, employment contracts or otherwise) whereby any Debtor agrees to indemnify, reimburse, provide contribution or advance fees and expenses to or for the benefit of, defend, exculpate, or limit the liability of, any Indemnified Party.

“*Indemnified Parties*” means each of the Debtors’ and their respective subsidiaries’ directors, officers, and managers in their respective capacities as such that served in such capacity on or after the Restructuring Support Agreement Effective Date and is not an Excluded Party.

“*Insurance and Surety Contracts*” means all insurance policies and all surety bonds and related agreements of indemnity that have been issued at any time to, or provide coverage to, any of the Debtors and all agreements, documents, or instruments relating thereto.

“*Intercompany Claim*” means any Claim against any of the Debtors held by another Debtor, other than an Administrative Claim.

“*Intercompany Equity Interest*” means direct and indirect Equity Interests in a Debtor (other than Parent) held by another Debtor.

“*Lien*” means a “lien” as defined in section 101(37) of the Bankruptcy Code, and, with respect to any property or asset, includes, without limitation, any mortgage, lien, pledge, charge, security interest or other encumbrance of any kind, or any other type of preferential arrangement that has the practical effect of creating a security interest, in respect of such property or asset.

“*Local Rules*” means the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Southern District of Texas.

“*New Board*” means the initial board of directors of Reorganized Parent to be put in place on and as of the Effective Date in accordance with the Restructuring Support Agreement. The members of the initial board of directors of Reorganized Parent, if known, shall be identified in the Plan Supplement.

“*New Common Stock*” means the new common stock of Reorganized Parent to be issued pursuant to this Plan and the Amended/New Corporate Governance Documents.

“*New Common Stock Pool*” means 100% of the New Common Stock issued and outstanding on the Effective Date. For the avoidance of doubt, from and after the Effective Date, the New Common Stock Pool shall be subject to dilution by the New MIP Equity.

“*New Management Incentive Plan*” has the meaning set forth in Article V.H of this Plan.

“*New MIP Equity*” means the New Common Stock or other equity interests issued from time to time pursuant to or in connection with the New Management Incentive Plan.

“*New Registration Rights Agreement*” means, if applicable, the registration rights agreement with respect to the New Common Stock, in substantially the form Filed with the Plan Supplement, which agreement shall contain terms and conditions which are acceptable to the Required Consenting Noteholders, in consultation with the Debtors.

“*New Stockholders Agreement*” means, if applicable, that certain stockholders agreement of Reorganized Parent, in substantially the form Filed with the Plan Supplement, which agreement shall contain terms and conditions acceptable to the Required Consenting Noteholders, in consultation with the Debtors.

“*Non-Debtor Releasing Parties*” means, collectively, in each case in their capacities as such:

- (a) the Prepetition Credit Agreement Agent and the Prepetition Credit Agreement Lenders;
- (b) the DIP Agent;
- (c) the DIP Lenders;

- (d) the Prepetition Notes Indenture Trustee;
- (e) the Ad Hoc Noteholder Group and the members thereof;
- (f) the Consenting Noteholders;
- (g) the Delayed-Draw Commitment Parties;
- (h) the Distribution Agents;
- (i) each Exit Facility Agent;
- (j) the Exit Facility Lenders;
- (k) those Holders of Claims presumed to accept this Plan that do not affirmatively opt out of the Third Party Release;
- (l) the Holders of Claims and Old Parent Interests that vote to accept this Plan;
- (m) the Releasing Old Parent Interestholders; and
- (n) the Prepetition Noteholders that are not Consenting Noteholders and do not affirmatively opt out of the Third Party Release.

“*Notice*” has the meaning set forth in Article XII.K of this Plan.

“*Notice of Non-Voting Status*” means that form of notice sent to Holders of Claims and Equity Interests in Classes 1-4, 8, 10 and 12 notifying them of, among other things, their non-voting status and providing them with the opportunity to opt out of the Third Party Releases.

“*Old Parent Interest*” means the Equity Interests in Parent, as in existence immediately prior to the Effective Date.

“*Other Priority Claim*” means any Claim accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim, an Administrative Claim or a DIP Facility Claim.

“*Other Secured Claim*” means any Secured Claim other than an Administrative Claim, Secured Tax Claim, DIP Facility Claim, or Prepetition Credit Agreement Claim.

“*Parent*” means Superior Energy Services, Inc., as a debtor-in-possession in these Chapter 11 Cases.

“*Parent GUC Recovery Cash Pool*” means Cash in the aggregate amount equal to \$125,000.

“*Parent Subsidiary*” means each direct and indirect, wholly-owned subsidiary of Parent.

“*Person*” means a “person” as defined in section 101(41) of the Bankruptcy Code and also includes any natural person, corporation, general or limited partnership, limited liability company, firm, trust, association, government, governmental agency or other Entity, whether acting in an individual, fiduciary or other capacity.

“*Petition Date*” means the date on which the Debtors commence the Chapter 11 Cases.

“*Plan*” means this *Joint Prepackaged Plan of Reorganization for Superior Energy Services, Inc. and its Affiliate Debtors under Chapter 11 of the Bankruptcy Code*, dated December [•], 2020, including the Exhibits and all supplements, appendices, and schedules thereto (including any appendices, exhibits, schedules, and supplements to this Plan that are contained in the Plan Supplement), either in its present form or as the same may be amended, supplemented, or modified from time to time.

“*Plan Objection Deadline*” means the date and time by which objections to Confirmation and Consummation of this Plan must be Filed with the Bankruptcy Court.

“*Plan Schedule*” means a schedule annexed to this Plan or an appendix to the Disclosure Statement (as amended, modified or otherwise supplemented from time to time).

“*Plan Securities*” has the meaning set forth in Article V.I of this Plan.

“*Plan Securities and Documents*” has the meaning set forth in Article V.I of this Plan.

“*Plan Supplement*” means, collectively, the compilation of term sheets, documents and forms of documents, and all exhibits, attachments, schedules, agreements, documents and instruments referred to therein, ancillary or otherwise, including, without limitation, the Exhibits and Plan Schedules, all of which are incorporated by reference into, and are an integral part of, this Plan, as all of the same may be amended, supplemented, or modified from time to time at any time prior to the Effective Date. The Plan Supplement shall be in form and substance reasonably acceptable to the Debtors and the Required Consenting Noteholders and shall be Filed initially with the Bankruptcy Court at least seven (7) days prior to the Confirmation Hearing.

“*Prepetition Credit Agreement*” means that certain Fifth Amended and Restated Credit Agreement, dated as of October 20, 2017, by and among SESI, L.L.C., as borrower, Parent, the Prepetition Credit Agreement Agent, and the Prepetition Credit Agreement Lenders, as amended, supplemented, or modified from time to time prior to the Petition Date.

“*Prepetition Credit Agreement Agent*” means JPMorgan Chase Bank, N.A., in its capacity as administrative agent under the Prepetition Credit Agreement.

“*Prepetition Credit Agreement Claims*” means any and all Claims arising from, under or in connection with the Prepetition Credit Agreement (including, without limitation, any and all “Rate Management Obligations,” “Specified Cash Management Obligations” and other “Obligations” as defined therein) or any other Prepetition Loan Document relating to the Prepetition Credit Agreement.

“*Prepetition Credit Agreement Lenders*” means the lenders party to the Prepetition Credit Agreement from time to time.

“*Prepetition Credit Agreement Liens*” means the Liens securing the Prepetition Credit Agreement Claims.

“*Prepetition Debt Claims*” means, collectively, the Prepetition Credit Agreement Claims and the Prepetition Notes Claims.

“*Prepetition Debt Documents*” means, collectively, the Prepetition Credit Agreement, the Prepetition Loan Documents, the Prepetition Notes and the Prepetition Notes Indentures.

“*Prepetition Loan Documents*” means the “Loan Documents” as defined in the Prepetition Credit Agreement, in each case as amended, supplemented, or modified from time to time prior to the Petition Date.

“*Prepetition Noteholders*” means, collectively, the record holders of and owners of beneficial interests in the Prepetition Notes.

“*Prepetition Notes*” means, collectively, those certain 7.125% senior unsecured notes due 2021 (the “**2021 Notes**”) and those certain 7.750% senior unsecured notes due 2024 (the “**2024 Notes**”) issued by SESI, L.L.C. pursuant to the applicable Prepetition Notes Indentures, in an aggregate principal amount of \$1.30 billion.

“*Prepetition Notes Claims*” means any and all Claims arising from, under, or in connection with the Prepetition Notes, the Prepetition Notes Indentures or any document or agreement related to the Prepetition Notes or the Prepetition Notes Indentures.

“*Prepetition Notes Indentures*” means, collectively, (a) that certain Indenture, dated as of December 6, 2011, by and among SESI, L.L.C., as issuer, each of the guarantors party thereto from time to time, the Prepetition Notes Indenture Trustee, and the Prepetition Noteholders party thereto from time to time, governing the issuance of the 2021 Notes, and (b) that certain Indenture, dated as of August 17, 2017, by and among SESI, L.L.C., as issuer, each of the guarantors party thereto from time to time, the Prepetition Notes Indenture Trustee, and the Prepetition Noteholders party thereto from time to time, governing the issuance of the 2024 Notes, in each case as amended, restated, modified, supplemented, or replaced from time to time prior to the Petition Date.

“*Prepetition Notes Indenture Trustee*” means The Bank of New York Mellon Trust Company, N.A., solely in its capacity as indenture trustee and in each other capacity for which it serves under or in connection with the Prepetition Notes Indentures; provided that if the context requires only certain of the foregoing capacities, then only in such capacity(ies).

“*Prepetition Notes Indenture Trustee Charging Lien*” means any Lien or other priority in payment arising prior to the Effective Date to which the Prepetition Notes Indenture Trustee is entitled, pursuant to the Prepetition Notes Indentures, against distributions to be made to Holders of Allowed Prepetition Notes Claims for payment of any Prepetition Notes Indenture Trustee Fees and Expenses.



“*Prepetition Notes Indenture Trustee Fees and Expenses*” means the reasonable and documented compensation, fees, expenses, disbursements and indemnity claims incurred by the Prepetition Notes Indenture Trustee, including without limitation, attorneys’ and agents’ fees, expenses and disbursements, incurred by the Prepetition Notes Indenture Trustee, whether prior to or after the Petition Date and whether prior to or after consummation of this Plan, in each case to the extent payable or reimbursable under the Prepetition Notes Indentures.

“*Priority Tax Claim*” means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

“*Pro Rata*” means the proportion that an Allowed Claim or Allowed Equity Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Equity Interests in such Class.

“*Professional*” means any Person or Entity retained by the Debtors or the Committee in the Chapter 11 Cases pursuant to section 327, 328, 363, and/or 1103 of the Bankruptcy Code (other than an ordinary course professional).

“*Professional Fee Claim*” means a Claim for Accrued Professional Compensation under sections 328, 330, 331, or 503 of the Bankruptcy Code.

“*Professional Fee Claim Reserve*” means the reserve established and maintained in an amount reasonably determined by the Reorganized Debtors, in consultation with the Required Consenting Noteholders, from Cash on hand existing immediately prior to the Effective Date to pay in full in Cash the Professional Fee Claims incurred on or prior to the Effective Date, as and when such claims become Allowed; provided, however, that the Required Consenting Noteholders shall have the right to challenge the reasonableness of any such amount.

“*Professional Fees Bar Date*” means the Business Day that is forty-five (45) days after the Effective Date or such other date as approved by Final Order of the Bankruptcy Court.

“*Regulation D*” means Regulation D promulgated under the Securities Act.

“*Regulation S*” means Regulation S promulgated under the Securities Act.

“*Related Persons*” means, with respect to any Person or Entity, such Person’s or Entity’s respective predecessors, successors, assigns and present and former Affiliates (whether by operation of law or otherwise) and subsidiaries, and each of their respective current and former officers, directors, principals, employees, shareholders, members (including *ex officio* members and managing members), managers, managed accounts or funds, management companies, fund advisors, advisory or subcommittee board members, partners, agents, financial advisors, attorneys, accountants, investment bankers, investment advisors, consultants, representatives, and other professionals, and any Person or Entity claiming by or through any of them, including such Related Persons’ respective heirs, executors, estates, servants, and nominees; provided, however, that no insurer of any Debtor shall constitute a Related Person.

“*Release*” means the release given by the Releasing Parties to the Released Parties as set forth in Article X.B hereof.

“*Released Party*” means, collectively:

- (a) the Debtors;
- (b) the Reorganized Debtors;
- (c) the Prepetition Credit Agreement Agent and the Prepetition Credit Agreement Lenders;
- (d) the DIP Agent;
- (e) the DIP Lenders;
- (f) the Prepetition Notes Indenture Trustee;
- (g) the Ad Hoc Noteholder Group and the members thereof in their capacities as such;
- (h) the Consenting Noteholders;
- (i) the Delayed-Draw Commitment Parties;
- (j) the Distribution Agents;
- (k) each Exit Facility Agent;
- (l) the Exit Facility Lenders;
- (m) the Releasing Old Parent Interestholders; and
- (n) with respect to each of the foregoing Persons and Entities in clauses (a) through (m), each such Person’s and Entity’s respective Related Persons, in each case solely in their capacity as such; provided, however, that the Released Parties shall not include any Excluded Parties.

“*Releasing Old Parent Interestholder*” means a Holder of an Old Parent Interest that does not affirmatively opt out of the Third Party Release, as provided on its Notice of Non-Voting Status.

“*Releasing Party*” has the meaning set forth in Article X.B hereof.

“*Reorganization Steps Overview*” means the description of the steps of the Restructuring Transactions, substantially in the form Filed with the Plan Supplement in form and substance reasonably acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement.

“*Reorganized Debtors*” means, subject to the Restructuring Transactions, the Debtors as reorganized pursuant to this Plan on or after the Effective Date, and their respective successors.

“*Reorganized Parent*” means, subject to the Restructuring Transactions, Superior Energy Services, Inc., as reorganized pursuant to this Plan on the Effective Date, and its successors.

“*Required Consenting Noteholders*” has the meaning set forth in the Restructuring Support Agreement.

“*Restructuring Documents*” means, collectively, the documents and agreements (and the exhibits, schedules, annexes and supplements thereto) necessary to implement, or entered into in connection with, this Plan, including, without limitation, the Plan Supplement, the Exhibits, the Plan Schedules, the Reorganization Steps Overview, the Equity Rights Offering Procedures, the Amended/New Corporate Governance Documents, the Exit Credit Agreements, and, in each case, all documents and agreements related thereto, all of which Restructuring Documents shall be in form and substance reasonably acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement.

“*Restructuring Support Agreement*” means that certain Amended and Restated Restructuring Support Agreement, dated as of December 4, 2020, by and among the Debtors and the Consenting Noteholders (as amended, supplemented or modified from time to time).

“*Restructuring Support Agreement Effective Date*” means September 29, 2020.

“*Restructuring Term Sheet*” means the term sheet attached as Exhibit A to the Restructuring Support Agreement.

“*Restructuring Transactions*” has the meaning ascribed thereto in Article V of this Plan.

“*Retained Litigation Claims*” means the claims, rights of action, suits or proceedings, whether in law, equity, or otherwise, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, that any Debtor or any Estate may hold against any Person or Entity, including, without limitation, the Causes of Action of the Debtors or their Estates, in each case solely to the extent of the Debtors’ or their Estates’ interest therein. A non-exclusive list of the Retained Litigation Claims held by the Debtors as of the Effective Date shall be Filed with the Plan Supplement, which shall be deemed to include any derivative actions filed against any Debtor as of the Effective Date.

“*Schedules*” means the schedules of assets and liabilities, schedules of Executory Contracts, and statement of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code and the applicable Bankruptcy Rules, as such Schedules may be amended, modified, or supplemented from time to time, if any such Schedules are required to be Filed by order of the Bankruptcy Court.

“*SEC*” means the U.S. Securities and Exchange Commission.

“*Secured Claim*” means a Claim that is secured by a Lien on property in which any of the Debtors’ Estates have an interest or that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the Claim holder’s interest in such Estate’s interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to

section 506(a) of the Bankruptcy Code or, in the case of setoff, pursuant to section 553 of the Bankruptcy Code.

“*Secured Tax Claim*” means any Secured Claim which, absent its secured status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code.

“*Securities Act*” means the Securities Act of 1933, 15 U.S.C. §§ 77c-77aa, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

“*Specified Employee Plans*” has the meaning set forth in Article VI.G of this Plan.

“*Stamp or Similar Tax*” means any stamp tax, recording tax, conveyance fee, intangible or similar tax, mortgage tax, personal or real property tax, real estate transfer tax, sales tax, use tax, transaction privilege tax (including, without limitation, such taxes on prime contracting and owner-builder sales), privilege taxes (including, without limitation, privilege taxes on construction contracting with regard to speculative builders and owner builders), and other similar taxes or fees imposed or assessed by any Governmental Unit.

“*Subscription Rights*” means the right to participate in the Equity Rights Offering as set forth in the Equity Rights Offering Procedures.

“*Third Party Release*” has the meaning set forth in Article X.B hereof.

“*Unexercised Equity Interests*” means any and all unexercised options, performance, stock units, restricted stock units, restricted stock awards, warrants, calls, rights, puts, awards, commitments, or any other agreements, arrangements, or commitments of any character, kind, or nature to acquire, exchange for, or convert into an Old Parent Interest, as in existence immediately prior to the Effective Date.

“*Unexpired Lease*” means a lease to which any Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

“*Unimpaired*” means, with respect to a Class of Claims or Equity Interests, a Claim or an Equity Interest that is “unimpaired” within the meaning of section 1124 of the Bankruptcy Code.

“*Unused Cash Reserve Amount*” means the remaining Cash, if any, in the Professional Fee Claim Reserve after all obligations and liabilities for which such reserve was established are paid, satisfied, and discharged in full in Cash or are disallowed by Final Order in accordance with this Plan.

“*Voting and Claims Agent*” means Kurtzman Carson Consultants LLC, in its capacity as solicitation, notice, claims and balloting agent for the Debtors.

“*Voting Classes*” means Classes 5, 6 and 7.

“*Voting Deadline*” means the date and time, as such date and time may be extended, by which all Ballots must be received by the Voting and Claims Agent in accordance with the Disclosure Statement Interim Order.

“*Voting Record Date*” means the date for determining which Holders of Claims in the Voting Classes are entitled, as applicable, to receive the Disclosure Statement and to vote to accept or reject this Plan, which date is December 3, 2020.

## ARTICLE II.

### ADMINISTRATIVE, DIP FACILITY, AND PRIORITY TAX CLAIMS

#### A. *Administrative Claims*

Subject to sub-paragraph 1 below, on the later of the Effective Date or the date on which an Administrative Claim becomes an Allowed Administrative Claim, or, in each such case, as soon as practicable thereafter, each Holder of an Allowed Administrative Claim (other than an Allowed Professional Fee Claim) shall receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim either (i) Cash equal to the amount of such Allowed Administrative Claim; or (ii) such other less favorable treatment as to which the Debtors (with the consent of the Required Consenting Noteholders) or Reorganized Debtors, as applicable, and the Holder of such Allowed Administrative Claim shall have agreed upon in writing; provided, however, that Administrative Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court.

##### 1. Professional Fee Claims

Professionals or other Entities asserting a Professional Fee Claim for services rendered before the Effective Date must File and serve on counsel to the Reorganized Debtors, counsel to the Ad Hoc Noteholder Group and such other Entities who are designated in the Confirmation Order an application for final allowance of such Professional Fee Claim no later than the Professional Fees Bar Date; provided that no application or notice to or order of the Bankruptcy Court shall be required in order for the Reorganized Debtors to pay Professionals for any work performed after the Effective Date, including those reasonable and documented fees and expenses incurred by Professionals in connection with the implementation and consummation of this Plan.

Objections to any Professional Fee Claim must be Filed and served on counsel to the Reorganized Debtors, counsel to the Ad Hoc Noteholder Group and the requesting party by no later than twenty-one (21) days after the Filing of the applicable final request for payment of the Professional Fee Claim. Each Holder of an Allowed Professional Fee Claim shall be paid in full in Cash by the Reorganized Debtors, first from the Professional Fee Claim Reserve, within five (5) Business Days after entry of the order approving such Allowed Professional Fee Claim. The Reorganized Debtors shall not commingle any funds contained in the Professional Fee Claim Reserve and shall use such funds to pay only the Professional Fee Claims, as and when allowed by order of the Bankruptcy Court. Notwithstanding anything to the contrary contained in this Plan, the failure of the Professional Fee Claim Reserve to satisfy in full the Professional Fee Claims shall not, in any way, operate or be construed as a cap or limitation on the amount of Professional Fee Claims due and payable by the Reorganized Debtors. The Professional Fee Claim Reserve shall be maintained in trust for the Professionals and shall not be considered property of the Debtors’ Estates; provided that the Reorganized Debtors shall have a reversionary interest in the

Unused Cash Reserve Amount. To the extent that funds held in the Professional Fee Claim Reserve do not or are unable to satisfy the full amount of the Allowed Professional Fee Claims, such Professionals shall have an Allowed Administrative Claim for any such deficiency, which shall be satisfied in full in Cash in accordance with Article II.A of this Plan.

*B. DIP Super-Priority Claims*

The DIP Super-Priority Claims shall be Allowed in the full amount due and owing under the DIP Documents, including all principal, accrued and accruing postpetition interest, costs, fees and expenses. On the Effective Date, the Allowed DIP Super-Priority Claims shall, in full satisfaction, settlement, discharge and release of, and in exchange for such the DIP Super-Priority Claims, be indefeasibly paid in full in Cash from the proceeds of each Exit Facility, and the DIP Liens shall be deemed discharged, released, and terminated for all purposes without further action of or by any Person or Entity, or shall be deemed by the Confirmation Order to continue so as to secure the Exit Facility, as the case may be; provided that the DIP Contingent Obligations shall survive the Effective Date on an unsecured basis and shall be paid by the Reorganized Debtors as and when due, provided further that any Allowed DIP Super-Priority Claims related to letters of credit issued and outstanding as of the Effective Date, or to cash management obligations or hedging obligations in existence on the Effective Date, may be deemed outstanding under the Exit ABL Facility or receive such other treatment as may be acceptable to the Debtors, the DIP Agent and the Required Consenting Noteholders.

*C. Priority Tax Claims*

Subject to Article VIII hereof, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Priority Tax Claim shall receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Priority Tax Claim, at the election of the Debtors or Reorganized Debtors, as applicable: (i) Cash equal to the amount of such Allowed Priority Tax Claim; (ii) such other less favorable treatment as to which the Debtors (with the consent of the Required Consenting Noteholders) or Reorganized Debtors, as applicable, and the Holder of such Allowed Priority Tax Claim have agreed upon in writing; (iii) such other treatment such that it shall not be Impaired pursuant to section 1124 of the Bankruptcy Code; or (iv) pursuant to and in accordance with sections 1129(a)(9)(C) and 1129(a)(9)(D) of the Bankruptcy Code, Cash in an aggregate amount of such Allowed Priority Tax Claim payable in regular installment payments over a period ending not more than five (5) years after the Petition Date, plus simple interest at the rate required by applicable non-bankruptcy law on any outstanding balance from the Effective Date, or such lesser rate as is agreed to in writing by a particular taxing authority and the Debtors or Reorganized Debtors, as applicable, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code; provided, however, that Priority Tax Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court. Any installment payments to be made under clause (iii) or (iv) above shall be made in equal quarterly Cash payments beginning on the Effective Date (or as soon as reasonably practicable thereafter), and continuing on a quarterly basis until payment in full of the applicable Allowed Priority Tax Claim.



### ARTICLE III.

#### CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS

##### A. *Summary*

This Plan constitutes a separate plan of reorganization for each Debtor. All Claims and Equity Interests, except Administrative Claims, DIP Super-Priority Claims, and Priority Tax Claims, are placed in the Classes set forth below. For all purposes under this Plan, each Class shall contain sub-Classes for each of the Debtors (*i.e.*, there shall be twelve (12) Classes for each Debtor); provided, that any Class that is vacant as to a particular Debtor shall be treated in accordance with Article III.D below.

The categories of Claims and Equity Interests listed below classify Claims and Equity Interests for all purposes, including, without limitation, for voting, confirmation and distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. This Plan deems a Claim or Equity Interest to be classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remaining portion of such Claim or Equity Interest qualifies within the description of such different Class. A Claim or Equity Interest is in a particular Class only to the extent that any such Claim or Equity Interest is Allowed in that Class and has not been paid, released, disallowed or otherwise settled prior to the Effective Date.

##### Summary of Classification and Treatment of Classified Claims and Equity Interests

<u>Class</u>	<u>Claim/Equity Interest</u>	<u>Status</u>	<u>Voting Rights</u>
1.	Other Priority Claims	Unimpaired	Presumed to Accept
2.	Other Secured Claims	Unimpaired	Presumed to Accept
3.	Secured Tax Claims	Unimpaired	Presumed to Accept
4.	Prepetition Credit Agreement Claims	Unimpaired	Presumed to Accept
5.	<b><i>Prepetition Notes Claims Against Parent</i></b>	<b><i>Impaired</i></b>	<b><i>Entitled to Vote</i></b>
6.	<b><i>General Unsecured Claims Against Parent</i></b>	<b><i>Impaired</i></b>	<b><i>Entitled to Vote</i></b>
7.	<b><i>Prepetition Notes Claims Against Affiliate Debtors</i></b>	<b><i>Impaired</i></b>	<b><i>Entitled to Vote</i></b>
8.	General Unsecured Claims Against Affiliate Debtors	Unimpaired	Presumed to Accept



<b>Class</b>	<b>Claim/Equity Interest</b>	<b>Status</b>	<b>Voting Rights</b>
9.	Intercompany Claims	Unimpaired	Presumed to Accept
10.	Old Parent Interests	Impaired	Deemed to Reject
11.	Intercompany Equity Interests	Unimpaired	Presumed to Accept
12.	510(b) Equity Claims	Impaired	Deemed to Reject

*B. Classification and Treatment of Claims and Equity Interests*

1. Class 1 - Other Priority Claims

- (a) *Classification:* Class 1 consists of the Other Priority Claims.
- (b) *Treatment:* Subject to Article VIII hereof, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Class 1 Claim shall receive in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 1 Claim, at the election of the Debtors or Reorganized Debtors, as applicable (with the consent of the Required Consenting Noteholders): (A) Cash equal to the amount of such Allowed Class 1 Claim; (B) such other less favorable treatment as to which the Debtors or Reorganized Debtors, as applicable, and the Holder of such Allowed Class 1 Claim shall have agreed upon in writing; or (C) such other treatment such that it shall not be impaired pursuant to section 1124 of the Bankruptcy Code; provided, however, that Class 1 Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with the terms and conditions of any agreements relating thereto without further notice to or order of the Bankruptcy Court.
- (c) *Voting:* Class 1 is an Unimpaired Class, and the Holders of Claims in Class 1 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 1 are not entitled to vote to accept or reject this Plan. Holders of Claims in Class 1 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting-out of the Third Party Releases.

2. Class 2 - Other Secured Claims

- (a) *Classification:* Class 2 consists of the Other Secured Claims. Class 2 consists of separate subclasses for each Other Secured Claim.

- (b) *Treatment:* Subject to Article VIII hereof, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Class 2 Claim shall receive in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 2 Claim, at the election of the Debtors or Reorganized Debtors, as applicable (with the consent of the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement): (A) Cash equal to the amount of such Allowed Class 2 Claim; (B) such other less favorable treatment as to which the Debtors or Reorganized Debtors, as applicable, and the Holder of such Allowed Class 2 Claim shall have agreed upon in writing; (C) the Collateral securing such Allowed Class 2 Claim; or (D) such other treatment such that it shall not be impaired pursuant to section 1124 of the Bankruptcy Code; provided, however, that Class 2 Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with the terms and conditions of any agreements relating thereto without further notice to or order of the Bankruptcy Court.
- (c) *Voting:* Class 2 is an Unimpaired Class, and the Holders of Claims in Class 2 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 2 are not entitled to vote to accept or reject this Plan. Holders of Claims in Class 2 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting-out of the Third Party Releases.

### 3. Class 3 - Secured Tax Claims

- (a) *Classification:* Class 3 consists of the Secured Tax Claims.
- (b) *Treatment:* Subject to Article VIII hereof, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Class 3 Claim shall receive in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 3 Claim, at the election of the Debtors or Reorganized Debtors, as applicable (with the consent of the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement): (A) Cash equal to the amount of such Allowed Class 3 Claim; (B) such other less favorable treatment as to which the Debtors or Reorganized Debtors, as applicable, and the Holder of such Allowed Class 3 Claim shall have agreed upon in writing; (C) the Collateral securing such Allowed Class 3 Claim; (D) such other treatment such that it shall not be impaired pursuant to section 1124 of the Bankruptcy Code; or (E) pursuant to and in accordance with sections 1129(a)(9)(C) and 1129(a)(9)(D) of the Bankruptcy Code, Cash in an aggregate amount of such Allowed Class 3 Claim payable in regular installment payments over a period ending not more than five (5) years after the Petition Date, plus simple interest at the rate required by applicable non-bankruptcy law on any

outstanding balance from the Effective Date, or such lesser rate as is agreed to in writing by a particular taxing authority and the Debtors or Reorganized Debtors, as applicable, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code; provided, however, that Class 3 Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business following the occurrence of the Effective Date by the applicable Reorganized Debtor in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court. Any installment payments to be made under clause (D) or (E) above shall be made in equal quarterly Cash payments beginning on the Effective Date (or as soon as reasonably practicable thereafter), and continuing on a quarterly basis until payment in full of the applicable Allowed Class 3 Claim.

- (c) *Voting:* Class 3 is an Unimpaired Class, and the Holders of Claims in Class 3 shall be conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Claims in Class 3 are not entitled to vote to accept or reject this Plan. Holders of Claims in Class 3 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases.

#### 4. Class 4 – Prepetition Credit Agreement Claims

- (a) *Classification:* Class 4 consists of the Prepetition Credit Agreement Claims.
- (b) *Allowance:* The Prepetition Credit Agreement Claims are deemed Allowed in the aggregate principal amount of \$47,357,275, plus accrued and unpaid interest thereon.
- (c) *Treatment:* On the Effective Date, the Allowed Prepetition Credit Agreement Claims, other than Prepetition Credit Agreement Claims related to any outstanding letters of credit, shall, in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Claims, be indefeasibly paid in full in Cash. To the extent any Prepetition Credit Agreement Claims related to letters of credit issued and outstanding, cash management obligations, or hedging obligations, in each case, as of the Effective Date under the Prepetition Credit Agreement, have not been deemed outstanding under the DIP Facility pursuant to the DIP Orders, such Claims shall in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Claims either be (i) in the case of Claims in respect of letters of credit, 105% cash collateralized, (ii) be deemed outstanding under the Exit ABL Facility, or (iii) receive such other treatment as may be acceptable to the Debtors, the Prepetition Credit Agreement Agent, the Issuing Lenders if applicable (as defined in the Prepetition Credit Agreement) and the Required Consenting Noteholders.

- (d) *Voting:* Class 4 is an Unimpaired Class, and the Holders of Claims in Class 4 shall be conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Claims in Class 4 are not entitled to vote to accept or reject this Plan. Holders of Claims in Class 4 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases

5. Class 5 – Prepetition Notes Claims Against Parent

- (a) *Classification:* Class 5 consists of the Prepetition Notes Claims against Parent only.
- (b) *Allowance:* The Prepetition Notes Claims against Parent are deemed Allowed in the aggregate principal amount of \$1.30 billion, plus accrued and unpaid interest thereon, consisting of:
  - (i) \$800 million in aggregate principal amount, plus accrued and unpaid interest on account of the 2021 Notes; and
  - (ii) \$500 million in aggregate principal amount, plus accrued and unpaid interest on account of the 2024 Notes.
- (c) *Treatment:* On, or as soon as reasonably practicable after, the Effective Date, each Holder of an Allowed Prepetition Notes Claim against Parent shall receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim, its Pro Rata share (calculated together with the Claims in Class 6) of the Parent GUC Recovery Cash Pool; *provided* that the Holders of the Prepetition Notes Claims against Parent shall waive any distribution from the Parent GUC Recovery Cash Pool.
- (d) *Voting:* Class 5 is Impaired, and Holders of Claims in Class 5 are entitled to vote to accept or reject this Plan.

***The foregoing is offered to Class 5 solely for settlement purposes under Rule 408 of the Federal Rules of Evidence and analogous state law, and such settlement is conditioned on the Bankruptcy Court confirming this Plan and the occurrence of the Effective Date.***

6. Class 6 – General Unsecured Claims Against Parent

- (a) *Classification:* Class 6 consists of the General Unsecured Claims against Parent only.
- (b) *Treatment:* Subject to Article VIII hereof, on, or as soon as reasonably practicable after, the Effective Date, each Holder of an Allowed General Unsecured Claim against Parent shall receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Claim, its Pro Rata share (calculated together with the Claims in Class 5) of the Parent GUC Recovery Cash Pool.

- (c) *Voting:* Class 6 is Impaired, and Holders of Claims in Class 6 are entitled to vote to accept or reject this Plan.

***The foregoing is offered to Class 6 solely for settlement purposes under Rule 408 of the Federal Rules of Evidence and analogous state law, and such settlement is conditioned on the Bankruptcy Court confirming this Plan and the occurrence of the Effective Date.***

7. Class 7 - Prepetition Notes Claims Against Affiliate Debtors

- (a) *Classification:* Class 7 consists of the Prepetition Notes Claims against any Affiliate Debtor.
- (b) *Allowance:* The Prepetition Notes Claims against any Affiliate Debtor are deemed Allowed in the aggregate principal amount of \$1.30 billion, plus accrued and unpaid interest thereon, consisting of:
- (i) \$800 million in aggregate principal amount, plus accrued and unpaid interest on account of the 2021 Notes; and
  - (ii) \$500 million in aggregate principal amount, plus accrued and unpaid interest on account of the 2024 Notes.
- (c) *Treatment:* On the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Prepetition Notes Claim against any Affiliate Debtor shall receive, in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Claim, its Pro Rata share of:
- (i) the Cash Payout, or
  - (ii) solely to the extent that such Holder timely and validly elects to be a Cash Opt-Out Noteholder on the Ballot provided to such Holder or is otherwise deemed to be a Cash Opt-Out Noteholder, (A) 100% of the New Common Stock Pool, subject to dilution from and after the Effective Date on account of the New MIP Equity, and (B), to the extent such Holder is an Accredited Cash Opt-Out Noteholder, Subscription Rights.

In order to opt out of the Cash Payout with respect to all or any portion of its Allowed Prepetition Notes Claim, such applicable Prepetition Noteholder will be required to tender the underlying Prepetition Notes into a contra-CUSIP pursuant to DTC's ATOP procedures at the time such Holder submits its Ballot, and Prepetition Notes that are tendered into the contra-CUSIP may no longer be transferable.

Notwithstanding anything to the contrary herein, the Cash Payout is contingent upon the consummation of the Equity Rights Offering, and in the event that the Equity Rights Offering is not consummated, no Cash

Payout will be distributed to any Holder of an Allowed Prepetition Notes Claim and each Holder of Allowed Prepetition Notes Claims shall receive the distribution set forth in subsection (ii) above, regardless of whether such Holder timely and validly elected to be a Cash Opt-Out Noteholder.

*Voting:* Class 7 is Impaired, and Holders of Claims in Class 7 are entitled to vote to accept or reject this Plan.

8. Class 8 – General Unsecured Claims Against Affiliate Debtors

- (a) *Classification:* Class 8 consists of the General Unsecured Claims against any Affiliate Debtor.
- (b) *Treatment:* The legal, equitable, and contractual rights of the holders of General Unsecured Claims against any Affiliate Debtor are unaltered by this Plan. Except to the extent that a holder of a General Unsecured Claim against any Affiliate Debtor agrees to a different treatment, on and after the Effective Date, the Debtors shall continue to pay (if Allowed) or dispute each General Unsecured Claim against any Affiliate Debtor in the ordinary course of business in accordance with applicable law.
- (c) *Voting:* Class 8 is an Unimpaired Class, and the Holders of Claims in Class 8 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 8 are not entitled to vote to accept or reject this Plan. Holders of Claims in Class 8 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases.

9. Class 9 – Intercompany Claims

- (a) *Classification:* Class 9 consists of the Intercompany Claims.
- (b) *Treatment:* Subject to the Restructuring Transactions, the Intercompany Claims shall be adjusted, reinstated, compromised, or cancelled in such manner as is acceptable to the Required Consenting Noteholders, in consultation with the Debtors.
- (c) *Voting:* Class 9 is an Unimpaired Class and the Holders of Claims in Class 9 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 9 are not entitled to vote to accept or reject this Plan.

#### 10. Class 10 – Old Parent Interests

- (a) *Classification:* Class 10 consists of the Old Parent Interests.
- (b) *Treatment:* The Old Parent Interests shall be discharged and terminated on and as of the Effective Date without any distribution or retaining any property on account of such Equity Interests.
- (c) *Voting:* Class 10 is an Impaired Class and the Holders of Old Parent Interests in Class 10 are conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, the Holders of Old Parent Interests in Class 10 are not entitled to vote to accept or reject this Plan. Holders of Old Parent Interests in Class 10 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases.

#### 11. Class 11 – Intercompany Equity Interests

- (a) *Classification:* Class 11 consists of Intercompany Equity Interests.
- (b) *Treatment:* Subject to the Restructuring Transactions, the Intercompany Equity Interests shall remain effective and outstanding on the Effective Date and shall be owned and held by the same applicable Person or Entity that held and/or owned such Intercompany Equity Interests immediately prior to the Effective Date.
- (c) *Voting:* Class 11 is an Unimpaired Class and the Holders of Equity Interests in Class 11 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Equity Interests in Class 11 are not entitled to vote to accept or reject this Plan.

#### 12. Class 12 – 510(b) Equity Claims

- (a) *Classification:* Class 12 consists of the 510(b) Equity Claims.
- (b) *Treatment:* The 510(b) Equity Claims shall be discharged and terminated on and as of the Effective Date without any distribution or retaining any property on account of such Claims.
- (c) *Voting:* Class 12 is an Impaired Class and the Holders of Claims in Class 12 are conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, the Holders of Claims in Class 12 are not entitled to vote to accept or reject this Plan. Holders of Claims in Class 12 will be provided a Notice of Non-Voting Status solely for purposes of affirmatively opting out of the Third Party Releases.

#### C. *Special Provision Governing Unimpaired Claims*



Except as otherwise provided herein, nothing under this Plan shall affect or limit the Debtors' or the Reorganized Debtors' rights and defenses (whether legal or equitable) in respect of any Unimpaired Claims, including, without limitation, all rights in respect of legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claims.

*D. Elimination of Vacant Classes*

Any Class of Claims that is not occupied as of the commencement of the Confirmation Hearing by an Allowed Claim or a claim temporarily allowed under Bankruptcy Rule 3018, or as to which no vote is cast, shall be deemed eliminated from this Plan for purposes of voting to accept or reject this Plan and for purposes of determining acceptance or rejection of this Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

**ARTICLE IV.**

**ACCEPTANCE OR REJECTION OF THE PLAN**

*A. Presumed Acceptance of Plan*

Classes 1-4, 8, 9 and 11 are Unimpaired under this Plan. Therefore, the Holders of Claims or Equity Interests in such Classes are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code and are not entitled to vote to accept or reject this Plan.

*B. Deemed Rejection of Plan*

Classes 10 and 12 are Impaired and Holders of Old Parent Interests and 510(b) Equity Claims in Classes 10 and 12, respectively, are not entitled to receive or retain any property under this Plan. Accordingly, under section 1126(g) of the Bankruptcy Code, the votes of Holders of Old Parent Interests and 510(b) Equity Claims shall not be solicited, and such Holders are deemed to reject this Plan.

*C. Voting Classes*

Classes 5, 6, and 7 are Impaired and entitled to vote under this Plan. The Holders of Claims in Classes 5, 6 and 7 as of the Voting Record Date are entitled to vote to accept or reject this Plan.

*D. Acceptance by Impaired Class of Claims*

Pursuant to section 1126(c) of the Bankruptcy Code and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims has accepted this Plan if the Holders of at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Allowed Claims in such Class actually voting have voted to accept this Plan.

*E. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code; Cram Down*

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of this Plan by Class 5 or Class 7. The Debtors request confirmation of this Plan under section 1129(b) of the Bankruptcy Code with respect to any Impaired Class that does not accept this Plan pursuant to section 1126 of the Bankruptcy Code. The Debtors reserve the right,

in accordance with the terms of the Restructuring Support Agreement, to modify this Plan or any Exhibit or Plan Schedule in order to satisfy the requirements of section 1129(b) of the Bankruptcy Code, if necessary.

*F. Votes Solicited in Good Faith*

The Debtors have, and upon the Confirmation Date shall be deemed to have, solicited votes on this Plan from the Voting Classes in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including, without limitation, sections 1125 and 1126 of the Bankruptcy Code, and any applicable non-bankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with the solicitation. Accordingly, the Debtors, the Reorganized Debtors, and each of their respective Related Parties shall be entitled to, and upon the Confirmation Date are hereby granted, the protections of section 1125(e) of the Bankruptcy Code.

## ARTICLE V.

### MEANS FOR IMPLEMENTATION OF THE PLAN

*A. Restructuring Transactions*

Without limiting any rights and remedies of the Debtors or Reorganized Debtors under this Plan or applicable law, but in all cases subject to the terms and conditions of the Restructuring Support Agreement and the Restructuring Documents and any consents or approvals required thereunder, the entry of the Confirmation Order shall constitute authorization for the Reorganized Debtors to take, or to cause to be taken, all reasonable actions necessary or appropriate to consummate and implement the provisions of this Plan, including but not limited to the actions set forth in the Reorganization Steps Overview, on and after the Confirmation Date, including such reasonable actions set forth in the Reorganization Steps Overview as may be necessary or appropriate to effectuate a corporate restructuring of their respective businesses, to otherwise simplify the overall corporate structure of the Reorganized Debtors, or to reincorporate certain of the Debtors under the laws of jurisdictions other than the laws of which the applicable Debtors are presently formed or incorporated. Such restructuring may include one or more mergers, amalgamations, consolidations, restructures, dispositions, liquidations, dissolutions, or creations of one or more new Entities, as may be reasonably determined by the Debtors or Reorganized Debtors to be necessary or appropriate (with the consent of the Required Consenting Noteholders), set forth in the steps described in the Reorganization Steps Overview, but in all cases subject to the terms and conditions of this Plan, the Restructuring Documents, the Restructuring Support Agreement, and any consents or approvals required hereunder or thereunder (collectively, the **“Restructuring Transactions”**).

All such Restructuring Transactions taken, or caused to be taken, shall be deemed to have been authorized and approved by the Bankruptcy Court upon the entry of the Confirmation Order. The actions to effectuate the Restructuring Transactions may include: (i) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, disposition, liquidation, or dissolution containing terms that are consistent with the terms of this Plan and that satisfy the applicable requirements of applicable state law and such other terms to which the applicable Entities may agree; (ii) the execution and delivery of

appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, duty, or obligation on terms consistent with the terms of this Plan and having such other terms to which the applicable Entities may agree; (iii) the filing of appropriate certificates or articles of merger, amalgamation, consolidation, or dissolution pursuant to applicable state law; (iv) the creation of one or more new Entities; and (v) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable state law in connection with such transactions, in each case in form and substance reasonably acceptable to the Required Consenting Noteholders and to the extent necessary to implement this Plan or as set forth in the Reorganization Steps Overview, and in all cases subject to the terms and conditions of the Restructuring Support Agreement, this Plan and the Restructuring Documents and any consents or approvals required thereunder.

*B. Continued Corporate Existence*

Subject to the Restructuring Transactions permitted by Article V of this Plan, after the Effective Date, the Reorganized Debtors shall continue to exist as separate legal Entities in accordance with the applicable law in the respective jurisdiction in which they are incorporated or formed and pursuant to their respective certificates or articles of incorporation and by-laws, or other applicable corporate governance documents, in effect immediately prior to the Effective Date, except to the extent such certificates or articles of incorporation and by-laws, or other applicable corporate governance documents, are amended, restated or otherwise modified under this Plan (subject to such amendment, restatement, or replacement being in accordance with applicable law of the Debtor's jurisdiction of incorporation), including pursuant to the Amended/New Corporate Governance Documents, in each case in form and substance reasonably acceptable to the Required Consenting Noteholders. Notwithstanding anything to the contrary herein, the Claims against a particular Debtor or Reorganized Debtor shall remain the obligations solely of such Debtor or Reorganized Debtor and shall not become obligations of any other Debtor or Reorganized Debtor solely by virtue of this Plan or the Chapter 11 Cases.

*C. Vesting of Assets in the Reorganized Debtors Free and Clear of Liens and Claims*

Except as otherwise expressly provided in this Plan, the Confirmation Order, or any Restructuring Document, pursuant to sections 1123(a)(5), 1123(b)(3), 1141(b) and (c) and other applicable provisions of the Bankruptcy Code, on and after the Effective Date, all property and assets of the Estates of the Debtors, including all claims, rights, and Retained Litigation Claims of the Debtors, and any other assets or property acquired by the Debtors or the Reorganized Debtors during the Chapter 11 Cases or under or in connection with this Plan (other than the Claims or Causes of Action subject to the Debtor Release, Professional Fee Claim Reserve and any rejected Executory Contracts and/or Unexpired Leases), shall vest in each of the Reorganized Debtors free and clear of all Claims, Liens, charges, and other encumbrances, subject to the Liens which survive the occurrence of the Effective Date as described in Article III of this Plan (including, without limitation, the Liens that secure the Exit Facilities). On and after the Effective Date, each of the Reorganized Debtors may (i) operate their respective businesses, (ii) use, acquire, and dispose of their respective property and (iii) compromise or settle any Claims, in each case without notice to, supervision of or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, other than restrictions expressly imposed by this Plan or the Confirmation Order.

*D. Exit Facility Loan Documents*

On the Effective Date, the Debtors and the Reorganized Debtors, as applicable, shall be authorized to execute and deliver, and to consummate the transactions contemplated by, the Exit Facility Loan Documents, in each case in form and substance acceptable to the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement and, in the case of an Exit DDTL Facility, the Delayed-Draw Term Loan Commitment Letter and to the applicable Exit Facility Lenders and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity (other than as expressly required by the applicable Exit Facility Loan Documents or as set forth as conditions precedent in the DIP Facility). On the Effective Date, each Exit Facility Loan Document shall constitute legal, valid, binding and authorized indebtedness and obligations of the Reorganized Debtors party thereto, enforceable in accordance with its respective terms and such indebtedness and obligations shall not be, and shall not be deemed to be, enjoined or subject to discharge, impairment, release or avoidance under this Plan, the Confirmation Order or on account of the Confirmation or Consummation of this Plan.

*E. New Common Stock; Book Entry*

On the Effective Date, subject to the terms and conditions of this Plan and the Restructuring Transactions and as described more fully in the Reorganization Steps Overview, Reorganized Parent shall issue the New Common Stock pursuant to this Plan and the Amended/New Corporate Governance Documents. For the avoidance of doubt, no distributions shall be made to Holders of Unexercised Equity Interests under this Plan, and any such Unexercised Equity Interests shall be deemed automatically terminated and cancelled as of the Effective Date.

Distributions of the New Common Stock may be made by delivery or book-entry transfer thereof by the applicable Distribution Agent in accordance with this Plan and the Amended/New Corporate Governance Documents. Upon the Effective Date, after giving effect to the transactions contemplated hereby, the authorized share capital or other equity securities of Reorganized Parent shall be that number of shares of New Common Stock as may be designated in the Amended/New Corporate Governance Documents.

*F. Listing of New Securities; SEC Reporting*

Prior to the Effective Date, the Required Consenting Noteholders shall determine, in consultation with the Debtors, whether to list the New Common Stock for trading on the New York Stock Exchange, the NASDAQ Capital Market, the NASDAQ Global Market, or any other national securities exchange selected by the Required Consenting Noteholders and reasonably acceptable to the Debtors, with such listing, if any, to be effective on, or as soon as reasonably practicable after, the Effective Date.

The Required Consenting Noteholders, in consultation with the Debtors, shall determine whether the Reorganized Debtors shall maintain their current status and continue as a public reporting company under applicable U.S. securities laws and shall continue to file annual, quarterly and current reports in accordance with the Exchange Act, as amended, and the rules and regulations promulgated thereunder.

*G. New Stockholders Agreement; New Registration Rights Agreement*

Subject to the Restructuring Transactions permitted by Article V.A of this Plan, on the Effective Date, Reorganized Parent shall enter into, if applicable, the New Stockholders Agreement and, if applicable, the New Registration Rights Agreement, each of which shall become effective and binding in accordance with its terms and conditions upon the parties thereto, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity (other than as expressly required by the New Stockholders Agreement and the New Registration Rights Agreement, as applicable).

On and as of the Effective Date, all of the Holders of New Common Stock shall be deemed to be parties to the New Stockholders Agreement, if any, without the need for execution by such Holder. The New Stockholders Agreement, if any, shall be binding on all Persons or Entities receiving, and all Holders of, the New Common Stock (and their respective successors and assigns), whether such New Common Stock is received or to be received on or after the Effective Date and regardless of whether such Person or Entity executes or delivers a signature page to the New Stockholders Agreement.

*H. New Management Incentive Plan*

The New Board shall be authorized to implement a management incentive plan (the “**New Management Incentive Plan**”) that provides for the issuance of options and/or other equity-based compensation to the management and directors of Reorganized Parent. Up to ten percent (10%) of the New Common Stock, on a fully diluted basis, shall be reserved for issuance in connection with the New Management Incentive Plan, with the actual amount to be reserved as determined by the New Board. The participants in the New Management Incentive Plan, the allocations and form of the options and other equity-based compensation to such participants (including the amount of allocations and the timing of the grant of the options and other equity-based compensation), and the terms and conditions of such options and other equity-based compensation (including vesting, exercise prices, base values, hurdles, forfeiture, repurchase rights and transferability) shall be determined by the New Board. Any shares of New MIP Equity shall dilute equally the shares of New Common Stock otherwise distributed pursuant to this Plan (including, without limitation, pursuant to or in connection with the Equity Rights Offering).

Notwithstanding the foregoing, (i) the New Board shall retain a compensation consultant acceptable to the Required Consenting Noteholders prior to the Effective Date to advise them regarding the development of the New Management Incentive Plan and (ii) the New Management Incentive Plan shall be adopted by the New Board within one-hundred twenty (120) days after the Effective Date.



I. *[Intentionally Deleted]*

J. *Plan Securities and Related Documentation; Exemption from Securities Laws*

On and after the Effective Date, the Debtors and the Reorganized Debtors, as applicable, are authorized to and shall provide or issue the New Common Stock to be distributed and issued under this Plan (collectively, the “**Plan Securities**”) and any and all other notes, stock, instruments, certificates, and other documents or agreements required to be distributed, issued, executed or delivered pursuant to or in connection with this Plan (collectively, the “**Plan Securities and Documents**”), in each case in form and substance acceptable to the Required Consenting Noteholders, and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity.

The offer, distribution, and issuance, as applicable, of the Plan Securities and Documents under this Plan (including New Common Stock issued in connection with the Equity Rights Offering) shall be exempt from or not subject to, or shall be effected in a manner that is exempt from or not subject to, any registration or prospectus delivery requirements under applicable securities laws (including, as applicable, Section 5 of the Securities Act or any other federal, state or local law or regulation requiring the registration and/or delivery of a prospectus for offer or sale of a security or registration or licensing of an issuer of a security) pursuant to section 1145(a) of the Bankruptcy Code and/or other applicable exemptions; provided, however, that New Common Stock issued to Cash Opt-Out Noteholders in the Equity Rights Offering pursuant to Article V of this Plan will be issued and distributed pursuant to section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder. An offering of Plan Securities provided in reliance on the exemption from registration under the Securities Act pursuant to section 1145(a) of the Bankruptcy Code may be sold without registration under such laws or regulations to the extent permitted under section 1145 of the Bankruptcy Code and deemed to be a public offering thereunder, and such Plan Securities may be resold without registration under such laws or regulations to the extent permitted under section 1145 of the Bankruptcy Code and other applicable law.

Persons or Entities who purchase securities pursuant to the exemption from registration set forth in Section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder shall acquire “restricted securities.” Resales of such restricted securities would not be exempted by section 1145 of the Bankruptcy Code from registration under the Securities Act or other applicable law. Holders of restricted securities would, however, be permitted to resell Plan Securities without registration if they are able to comply with the applicable provisions of Rule 144 promulgated under the Securities Act or Rule 144A under the Securities Act or any other applicable registration exemption under the Securities Act, or in a transaction that is registered with the SEC.

In the event that the Reorganized Debtors elect on or after the Effective Date to reflect any ownership of the Plan Securities through the facilities of DTC, the Reorganized Debtors need not provide any further evidence other than this Plan or the Confirmation Order with respect to the treatment of such securities under applicable securities laws. DTC shall accept and be entitled to conclusively rely upon this Plan or the Confirmation Order in lieu of a legal opinion regarding whether such securities are exempt from registration and/or eligible for DTC book entry delivery, settlement and depository services.

*K. Release of Liens and Claims*

To the fullest extent provided under section 1141(c) and other applicable provisions of the Bankruptcy Code, except as otherwise provided herein (including, without limitation, Article V.D of this Plan), in the Confirmation Order, or in any contract, instrument, release or other agreement or document entered into or delivered in connection with this Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to Article VII hereof, all Liens, Claims, mortgages, deeds of trust, or other security interests against the assets or property of the Debtors or the Estates shall be fully released, canceled, terminated, extinguished and discharged, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity. The filing of the Confirmation Order with any federal, state, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens, Claims and other interests to the extent provided in the immediately preceding sentence. Any Person or Entity holding such Liens, Claims or interests shall, pursuant to section 1142 of the Bankruptcy Code and in the case of any DIP Liens at the sole cost and expense of the Reorganized Debtors, promptly execute and deliver to the Reorganized Debtors such instruments of termination, release, satisfaction and/or assignment (in recordable form) as may be reasonably requested by the Reorganized Debtors.

*L. Corporate Governance Documents of the Reorganized Debtors*

The respective corporate governance documents of each of the Debtors shall be amended and restated or replaced (as applicable) by the Amended/New Corporate Governance Documents. Such corporate governance documents shall: (i) to the extent required by section 1123(a)(6) of the Bankruptcy Code, include a provision prohibiting the issuance of non-voting equity securities; (ii) authorize the issuance of New Common Stock in an amount not less than the amount necessary to permit the distributions thereof required or contemplated by this Plan; and (iii) to the extent necessary or appropriate, include such provisions as may be needed to effectuate and consummate this Plan and the transactions contemplated herein. After the Effective Date, the Reorganized Debtors may, subject to the terms and conditions of the Amended/New Corporate Governance Documents, amend and restate their respective corporate governance documents as permitted thereby and by applicable law.

*M. New Board; Initial Officers*

The initial members of the New Board shall be selected in accordance with the terms and conditions of the Restructuring Support Agreement. After the initial directors of the New Board are selected, future directors shall be elected in accordance with Amended/New Corporate Governance Documents. All officers of the Debtors immediately prior to the Effective Date shall be retained in their existing positions upon the Effective Date, subject to the terms of this Plan.

Pursuant to and to the extent required by section 1129(a)(5) of the Bankruptcy Code, the Debtors shall disclose in the Plan Supplement the identity and affiliations of any Person proposed to serve on the New Board or as an officer of each of the Reorganized Debtors, and, to the extent such Person is an insider other than by virtue of being a director or an officer, the nature of any compensation for such Person. Each such director and officer shall serve from and after the



Effective Date pursuant to applicable law and the terms of the Amended/New Corporate Governance Documents and the other constituent and corporate governance documents of the applicable Reorganized Debtors. The existing boards of directors and other governing bodies of the Debtors shall be deemed to have resigned on and as of the Effective Date, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity.

*N. Corporate Action*

Each of the Debtors and the Reorganized Debtors may take any and all actions reasonably necessary to execute, deliver, File or record such contracts, instruments, releases and other agreements or documents and take such actions as may be reasonably necessary or appropriate to effectuate and implement the provisions of this Plan, including, without limitation, the issuance and the distribution of the securities to be issued pursuant hereto, in each case in form and substance acceptable to the Required Consenting Noteholders, and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by the security holders, officers or directors of the Debtors or the Reorganized Debtors or by any other Person or Entity (except for those expressly required pursuant hereto or by the Restructuring Documents).

After the Confirmation Date, all matters provided for pursuant to this Plan that would otherwise require approval of the stockholders, directors, officers, managers, members or partners of the Debtors (as of prior to the Effective Date) shall be deemed to have been so approved and shall be in effect prior to, on or after the Effective Date (as appropriate) pursuant to applicable law and without any requirement of further action by such Persons or Entities or the need for any approvals, authorizations, actions or consents of or from any such Persons or Entities.

As of the Effective Date, all matters provided for in this Plan involving the legal or corporate structure of the Debtors or the Reorganized Debtors (including, without limitation, the adoption of the Amended/New Corporate Governance Documents and similar constituent and corporate governance documents, and the selection of directors and officers for, each of the Reorganized Debtors), and any legal or corporate action required by the Debtors or the Reorganized Debtors in connection with this Plan shall be deemed to have occurred and shall be in full force and effect in all respects, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity.

On and after the Effective Date, the appropriate officers of the Debtors and the Reorganized Debtors are authorized to issue, execute, deliver, and consummate the transactions contemplated by, the contracts, agreements, documents, guarantees, pledges, consents, securities, certificates, resolutions and instruments contemplated by or described in this Plan in the name of and on behalf of the Debtors and the Reorganized Debtors, in each case in form and substance acceptable to the Required Consenting Noteholders, and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity. The secretary and any assistant secretary of the Debtors and the Reorganized Debtors shall be authorized to certify or attest to any of the foregoing actions.

*O. Cancellation of Notes, Certificates and Instruments*

On the Effective Date, except to the extent otherwise provided in this Plan and the Restructuring Documents (including, without limitation, Article II.B and Article V.B of this Plan), all notes, indentures, instruments, certificates, agreements and other documents evidencing or relating to any Impaired Claim (including, for the avoidance of doubt and without limitation, the Prepetition Notes Indentures and the Prepetition Notes) or any Claim being paid in full in Cash under this Plan shall be fully released, terminated, extinguished and discharged (including, in respect of DIP Documents, any duties or obligations of the DIP Agent thereunder), in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity and in the case of any Claim being paid in full in Cash upon the indefeasible payment of such Claim in full in Cash as contemplated by this Plan; provided that the Prepetition Debt Documents and the DIP Documents shall continue in effect for the limited purpose of (i) allowing Holders of Claims thereunder to receive, and allowing and preserving the rights of the Prepetition Credit Agreement Agent, the Prepetition Notes Indenture Trustee or other applicable Distribution Agents thereunder to make, distributions under this Plan; (ii) permitting the Prepetition Notes Indenture Trustee to exercise its Prepetition Notes Indenture Trustee Charging Lien against such distributions for payment of the Prepetition Notes Indenture Trustee Fees and Expenses; (iii) preserving any rights of the DIP Agent to payment of fees, costs, and expenses and otherwise allowing the DIP Agent to take any actions contemplated by this Plan, and (iv) preserving the DIP Contingent Obligations as contemplated by Article II.B of this Plan; provided further that, upon completion of the distribution with respect to a specific Prepetition Debt Claim, the Prepetition Debt Documents in connection thereto and any and all notes, securities and instruments issued in connection with such Prepetition Debt Claim shall terminate completely without further notice or action and be deemed surrendered.

*P. Existing Equity Interests*

On the Effective Date, the Old Parent Interests shall be terminated and cancelled without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person or Entity.

On the Effective Date, the Intercompany Equity Interests shall remain effective and outstanding, except to the extent modified pursuant to the terms of the Reorganization Steps Overview, and shall be owned and held by the same applicable Person or Entity that held and/or owned such Intercompany Equity Interests immediately prior to the Effective Date. Each Parent Subsidiary shall continue to be governed by the terms and conditions of its applicable corporate governance documents as in effect immediately prior to the Effective Date, except as amended or modified by this Plan or the Plan Supplement.

*Q. Sources of Cash for Plan Distributions*

All Cash necessary for the Debtors or the Reorganized Debtors, as applicable, to make payments required pursuant to this Plan shall be obtained from their respective Cash balances, including Cash from operations, the Equity Rights Offering and the Exit Facility Credit

Agreements. The Debtors and the Reorganized Debtors, as applicable, may also make such payments using Cash received from their subsidiaries through their respective consolidated cash management systems and the incurrence of intercompany transactions, in all cases subject to the terms and conditions of the Restructuring Support Agreement and the Restructuring Documents.

*R. Funding and Use of Professional Fee Claim Reserve*

On or before the Effective Date, the Debtors shall fund the Professional Fee Claim Reserve in such amount as determined by the Debtors, with the consent of the Required Consenting Noteholders or as determined by order of the Bankruptcy Court, as necessary in order to be able to pay in full in Cash the Professional Fee Claims, as and when Allowed.

The Cash contained in the Professional Fee Claim Reserve shall be used solely to pay the Allowed Professional Fee Claims, with the Unused Cash Reserve Amount (if any) being returned to the Reorganized Debtors within three (3) Business Days after determining the Unused Cash Reserve Amount. The Debtors and the Reorganized Debtors, as applicable, shall maintain detailed records of all payments made from the Professional Fee Claim Reserve, such that all payments and transactions shall be adequately and promptly documented in, and readily ascertainable from, their respective books and records.

The Professional Fee Claim Reserve shall be maintained in trust for the Professionals and shall not be considered property of the Debtors' Estates; provided that the Reorganized Debtors shall have a reversionary interest in the Unused Cash Reserve Amount. To the extent that funds held in the Professional Fee Claim Reserve do not or are unable to satisfy the full amount of the Allowed Professional Fee Claims, such Professionals shall have an Allowed Administrative Claim for any such deficiency, which shall be satisfied in full in Cash in accordance with Article II.A of this Plan.

After the Effective Date, neither the Debtors nor the Reorganized Debtors shall deposit any other funds or property into the Professional Fee Claim Reserve without further order of the Bankruptcy Court or otherwise commingle funds in the Professional Fee Claim Reserve. To the extent the Professional Fee Claim Reserve is insufficient to pay in full in Cash the obligations and liabilities for which such reserve was established, then the Reorganized Debtors shall, within five (5) Business Days, pay such obligations and liabilities in full in Cash.

*S. Continuing Effectiveness of Final Orders*

Payment authorization granted to the Debtors under any prior Final Order entered by the Bankruptcy Court shall continue in effect after the Effective Date. Accordingly, the Debtors or the Reorganized Debtors may pay or otherwise satisfy any Claim to the extent permitted by, and subject to, the applicable Final Order without regard to the treatment that would otherwise be applicable to such Claim under this Plan.

*T. Payment of Fees and Expenses of Certain Creditors*

The Debtors and the Reorganized Debtors, as applicable, shall, on and after the Confirmation Date and to the extent invoiced in accordance with the terms of the applicable engagement letter(s), pay the Ad Hoc Noteholder Group Fees and Expenses (whether accrued

prepetition or postpetition and to the extent not otherwise paid prior to or during the Chapter 11 Cases), without the need for application by any such parties to the Bankruptcy Court, and without notice and a hearing pursuant to section 1129(a)(4) of the Bankruptcy Code or otherwise.

*U. Payment of Fees and Expenses of the Prepetition Notes Indenture Trustee*

The Debtors shall, on and after the Effective Date, and upon the presentment of invoices in customary form (which may be redacted to preserve any confidential or privileged information), pay the Prepetition Notes Indenture Trustee Fees and Expenses (in each case whether accrued prepetition or postpetition and to the extent not otherwise paid during the Chapter 11 Cases), without the need for application by any party to the Bankruptcy Court, and without notice and a hearing pursuant to section 1129(a)(4) of the Bankruptcy Code or otherwise. From and after the Effective Date, the Reorganized Debtors shall pay any Prepetition Notes Indenture Trustee Fees and Expenses in full in Cash without further court approval.

*V. Equity Rights Offering*

Pursuant to the terms of this Plan and the Equity Rights Offering Procedures, each Accredited Cash Opt-Out Noteholder shall have the opportunity but not the obligation to subscribe for its Pro Rata share of an amount of New Common Stock to be issued as of the Effective Date necessary to fully fund the Cash Payout at the Purchase Price (as defined in the Equity Rights Offering Procedures) set forth in the Equity Rights Offering Procedures.

Each Accredited Cash Opt-Out Noteholder that elects to purchase the maximum number of Equity Rights Offering Shares that such Accredited Cash Opt-Out Noteholder may purchase in the Equity Rights Offering will also have the right to elect to purchase additional Equity Rights Offering Shares that are not timely, duly and validly subscribed and paid for in the Equity Rights Offering, as more fully set forth in the Rights Offering Procedures.

The Equity Rights Offering will be conducted in reliance upon the exemption from registration set forth in Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder.

The proceeds of the Equity Rights Offering shall be used exclusively to fund the Cash Payout provided to Cash Payout Noteholders, in full and final satisfaction of such Holders' Prepetition Notes Claims, which shall be released and discharged pursuant to Article XI herein. Notwithstanding anything to the contrary herein, if the Equity Rights Offering Amount is less than the aggregate amount of the Cash Payout, then the amount of Prepetition Notes Claims held by the Cash Payout Noteholders satisfied by the Cash Payout shall automatically be reduced, and any remaining portion of such Cash Payout Noteholders' Prepetition Notes Claims that is not satisfied through the Cash Payout as a result of such automatic reduction shall receive the treatment such Holder would receive if such Holder were a Cash Opt-Out Noteholder. For the avoidance of doubt, under no circumstance shall the amount actually paid out in the Cash Payout exceed the Equity Rights Offering Amount.

Consummation of the Equity Rights Offering and delivery of any Cash Payout is contingent upon the consent of the Required Consenting Noteholders. In the event the Equity Rights Offering

is not consummated, then no Cash Payout will be made to any Cash Payout Noteholder and such Holder will receive the treatment such Holder would receive if such Holder were a Cash Opt-Out Noteholder.

Notwithstanding anything in this Plan to the contrary, the New Common Stock issued in connection with the Equity Rights Offering shall be subject to dilution by the New MIP Equity.

## **ARTICLE VI.**

### **TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

#### *A. Assumption of Executory Contracts and Unexpired Leases*

On the Effective Date, all Executory Contracts and Unexpired Leases of the Debtors shall be assumed by the Debtors in accordance with, and subject to, the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code (including, for the avoidance of doubt, the Restructuring Support Agreement), except for those Executory Contracts and Unexpired Leases that:

- (i) have been assumed or rejected by the Debtors by prior order of the Bankruptcy Court;
- (ii) are the subject of a motion to reject filed by the Debtors pending on the Effective Date;
- (iii) are identified by the Debtors (with the consent of the Required Consenting Noteholders) and Filed in the Plan Supplement as rejected Executory Contracts and Unexpired Leases, which Plan Schedule may be amended by the Debtors (with the consent of the Required Consenting Noteholders) to add or remove Executory Contracts and Unexpired Leases by filing with the Bankruptcy Court an amended Plan Schedule and serving it on the affected non-Debtor contract parties at least seven (7) days prior to the Plan Objection Deadline; or
- (iv) are rejected or terminated by the Debtors pursuant to the terms of this Plan.

Without amending or altering any prior order of the Bankruptcy Court approving the assumption or rejection of any Executory Contract or Unexpired Lease, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of such assumptions pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

To the extent any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned (as applicable) pursuant to this Plan or any prior order of the Bankruptcy Court (including, without limitation, any “change in control” provision, “change of control” provision, or provision with words of similar import) (a) prohibits, restricts or conditions, or purports to prohibit, restrict or condition, (b) is modified, breached or terminated (or deemed

modified, breached or terminated), (c) increases, accelerates or otherwise alters any obligations or liabilities of the Debtors or Reorganized Debtors (or purports to increase, accelerate or otherwise alter any obligations or liabilities of the Debtors or Reorganized Debtors), or (d) results in the creation or imposition of any Lien upon any property or assert of any of the Debtors or Reorganized Debtors (or purports to result in the creation or imposition of any Lien upon any property or asset of any of the Debtors or Reorganized Debtors), in each case as a result of (i) the commencement of these Chapter 11 Cases or the insolvency or financial condition of any Debtor at any time before the closing of its respective Chapter 11 Case, (ii) any Debtor's or any Reorganized Debtor's assumption or assumption and assignment (as applicable) of such Executory Contract or Unexpired Lease or (iii) the Confirmation or Consummation of this Plan, then such provision shall, to the extent provided by section 365 of the Bankruptcy Code, be deemed modified such that the transactions contemplated by this Plan shall not entitle the non-debtor party thereto to modify or terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights or remedies with respect thereto, and any required consent under any such contract or lease shall be deemed satisfied by the Confirmation of this Plan.

Each Executory Contract and Unexpired Lease assumed and/or assigned pursuant to this Plan shall revest in and be fully enforceable by the applicable Reorganized Debtor or the applicable assignee in accordance with its terms and conditions, except as modified by the provisions of this Plan, any order of the Bankruptcy Court approving its assumption and/or assignment, or applicable law.

The inclusion or exclusion of a contract or lease on any schedule or exhibit shall not constitute an admission by any Debtor that such contract or lease is an Executory Contract or Unexpired Lease or that any Debtor has any liability thereunder.

*B. Cure of Defaults; Assignment of Executory Contracts and Unexpired Leases*

Any defaults under each Executory Contract and Unexpired Lease to be assumed, or assumed and assigned, pursuant to this Plan shall be satisfied, pursuant to and to the extent required by section 365(b)(1) of the Bankruptcy Code, by payment of the applicable default amount in Cash on or in connection with the Effective Date or on such other terms as the Bankruptcy Court may order or the parties to such Executory Contracts or Unexpired Leases may otherwise agree in writing (with the consent of the Required Consenting Noteholders) (the "**Cure Claim Amount**").

In the event of an assumption, or an assumption and assignment, of an Executory Contract or Unexpired Lease that is in default under this Plan, at least seven (7) days prior to the Plan Objection Deadline (or, in the case of an Executory Contract or Unexpired Lease removed from the Plan Schedule after such date, no later than one (1) Business Day after such removal), the Debtors shall File and serve upon counterparties to such Executory Contracts and Unexpired Leases, a notice of the proposed assumption, or proposed assumption and assignment, which shall: (a) list the applicable Cure Claim Amount, if any; (b) if applicable, identify the party to which the Executory Contract or Unexpired Lease shall be assigned; (c) describe the procedures for filing objections thereto; and (d) explain the process by which related disputes shall be resolved by the Bankruptcy Court.



Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption, or proposed assumption and assignment under this Plan, or any related cure amount, must be Filed, served and actually received by the Debtors and counsel to the Ad Hoc Noteholder Group prior to the Plan Objection Deadline (notwithstanding anything in the Schedules or a proof of Claim to the contrary). Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption, or proposed assumption and assignment, or cure amount shall be deemed to have consented to such matters and shall be deemed to have forever released and waived any objection to such proposed assumption, proposed assumption and assignment, and cure amount. The Confirmation Order shall constitute an order of the Bankruptcy Court approving each proposed assumption, or proposed assumption and assignment, of Executory Contracts and Unexpired Leases pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

In the event of a dispute regarding (a) the amount of any cure payment, (b) the ability of any Debtor or assignee to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or assumed and assigned or (c) any other matter pertaining to assumption or assignment, the applicable cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order resolving the dispute and approving such assumption or assumption and assignment. If such objection is sustained by Final Order of the Bankruptcy Court, the Debtors or the Reorganized Debtors, as applicable, may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming or assigning it. The Debtors or the Reorganized Debtors, as applicable, shall be authorized to effect such rejection by filing a written notice of rejection with the Bankruptcy Court and serving such notice on the applicable counterparty within ten (10) days of the entry of such Final Order.

Subject to any cure claims Filed with respect thereto, assumption or assumption and assignment of any Executory Contract or Unexpired Lease pursuant to this Plan shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption or assumption and assignment, in each case as provided in section 365 of the Bankruptcy Code, in each case subject to the remaining terms and conditions of this Article VI. Any proofs of Claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed or assumed and assigned by Final Order shall be deemed disallowed and expunged (subject to any cure claims Filed with respect thereto), without further notice to or action, order, or approval of the Bankruptcy Court.

With respect to any Executory Contract or Unexpired Lease assumed and assigned pursuant to this Plan, upon and as of the Effective Date, the applicable assignee shall be deemed to be substituted as a party thereto for the applicable Debtor party to such assigned Executory Contract or Unexpired Lease and, accordingly, the Debtors and the Reorganized Debtors shall be relieved, pursuant to and to the extent set forth in section 365(k) of the Bankruptcy Code, from any further liability under such assigned Executory Contract or Unexpired Lease.



*C. Rejection of Executory Contracts and Unexpired Leases*

The Debtors reserve the right, at any time prior to the Effective Date, except as otherwise specifically provided herein, to seek to reject (with the consent of the Required Consenting Noteholders) any Executory Contract or Unexpired Lease and to file a motion requesting authorization for the rejection of any such contract or lease. All Executory Contracts and Unexpired Leases listed on a Plan Schedule as rejected Executory Contracts and Unexpired Leases shall be deemed rejected as of the Effective Date. The Confirmation Order shall constitute an order of the Bankruptcy Court approving the rejections described in this Article VI pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. Rejection of any Executory Contract or Unexpired Lease pursuant to this Plan or otherwise shall not constitute a termination of any preexisting obligations owed to the Debtors or the Reorganized Debtors, as applicable, under such Executory Contracts or Unexpired Leases.

*D. Claims on Account of the Rejection of Executory Contracts or Unexpired Leases*

All proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to this Plan or the Confirmation Order, if any, must be filed with the Bankruptcy Court within thirty (30) days after service of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection.

Any Person or Entity that is required to file a proof of Claim arising from the rejection of an Executory Contract or an Unexpired Lease that fails to timely do so shall be forever barred, estopped and enjoined from asserting such Claim, and such Claim shall not be enforceable, against the Debtors, the Reorganized Debtors or the Estates, and the Debtors, the Reorganized Debtors and their Estates and their respective assets and property shall be forever discharged from any and all indebtedness and liability with respect to such Claim unless otherwise ordered by the Bankruptcy Court or as otherwise provided herein. All such Claims shall, as of the Effective Date, be subject to the permanent injunction set forth in Article X.G hereof.

*E. D&O Liability Insurance Policies*

On the Effective Date, each D&O Liability Insurance Policy shall be deemed and treated as an Executory Contract that is and shall be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no proof of Claim, request for administrative expense, or cure claim need be Filed, and all Claims arising from the D&O Liability Insurance Policies shall survive the Effective Date and be Unimpaired. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtors' assumption of each of the D&O Liability Insurance Policies.

After assumption of the D&O Liability Insurance Policies, nothing in this Plan otherwise alters the terms and conditions of the D&O Liability Insurance Policies. Confirmation and Consummation of this Plan shall not impair or otherwise modify any available defenses of the Reorganized Debtors under the D&O Liability Insurance Policies. For the avoidance of doubt, the D&O Liability Insurance Policies shall continue to apply with respect to actions, or failures to act, that occurred on or prior to the Effective Date, subject to the terms and conditions of the D&O Liability Insurance Policies.

The Debtors are further authorized to take such reasonable actions, and to execute and deliver such documents, as may be reasonably necessary or appropriate to implement, maintain, cause the binding of, satisfy any terms or conditions of, or otherwise secure for the insureds the benefits of the D&O Tail Policy, without further notice to or order of the Bankruptcy Court or approval or consent of any Person or Entity.

Notwithstanding anything to the contrary in any D&O Liability Insurance Policies issued prior to the Effective Date, the Reorganized Debtors shall not have any obligation or responsibility for the payment of any self-insured retention thereunder or in connection therewith, and no Person or Entity shall be entitled to seek reimbursement from or to subrogate against any Reorganized Debtors with respect to any payments made under such policies.

*F. Indemnification Provisions*

On the Effective Date, all Indemnification Provisions shall be deemed and treated as Executory Contracts that are and shall be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no proof of Claim, request for administrative expense, or cure claim need be Filed, and all Claims arising from the Indemnification Provisions shall survive the Effective Date and be Unimpaired; provided, however, that, to the maximum extent permitted under applicable law, this provision shall not include any such Claims arising from or related to (i) any Excluded Party or (ii) any indemnification Claims against the Parent that are based on fraud, gross negligence, or willful misconduct, in each case as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtors' assumption of each of the Indemnification Provisions. Confirmation and Consummation of this Plan shall not impair or otherwise modify any available defenses of the Reorganized Debtors or other applicable parties under the Indemnification Provisions. For the avoidance of doubt, the Indemnification Provisions shall continue to apply with respect to actions, or failures to act, that occurred on or prior to the Effective Date, subject to the terms and conditions of the Indemnification Provisions.

*G. Employment Plans*

On the Effective Date, all employment agreements and severance policies, including all employment, compensation, and benefit plans, policies, and programs of the Debtors applicable to any of their respective officers, employees or retirees, and any of the officers, employees or retirees of their respective subsidiaries, including, without limitation, all workers' compensation programs, savings plans, retirement plans, SERP plans, healthcare plans, disability plans, severance benefit plans, incentive plans, change-in-control plans, insurance plans including but not limited to life and accidental death and dismemberment insurance plans, health and welfare plans, and 401(k) plans (in each case, as applicable) (collectively, the "Specified Employee Plans") shall be deemed and treated as Executory Contracts that are and shall, subject to the following proviso, be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no Proof of Claim, request for administrative expense, or cure claim need be Filed; provided that (a) the Debtors, pursuant to the Restructuring Support Agreement, acknowledged and agreed that the Consummation of this Plan shall not constitute a change in control or term of similar meaning pursuant to any of the

Specified Employee Plans, and the Confirmation Order shall contain a finding and such other provisions acceptable to the Required Consenting Noteholders confirming the same, and (b) each “Executive” employment agreement, “Level I” employment agreement and “Level II” employment agreement shall only be maintained and assumed by the Debtors (and assigned to the Reorganized Debtors, if necessary) and considered a Specified Employee Plan if the employee party to such agreement, on or prior to the Effective Date, (i) confirms that the Consummation of this Plan does not constitute a change in control and (ii) waives any right to resign with “good reason” solely or in part as a result of the Consummation of this Plan.

All Claims arising from the Specified Employee Plans shall survive the Effective Date and be Unimpaired. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval of the Debtors’ assumption of each of the Specified Employee Plans. Confirmation and Consummation of this Plan shall not impair or otherwise modify any available defenses of the Reorganized Debtors or other applicable parties under the Specified Employee Plans.

#### *H. Insurance and Surety Contracts*

On the Effective Date, each Insurance and Surety Contract shall be deemed and treated as an Executory Contract that is and shall be assumed by the Debtors (and assigned to the applicable Reorganized Debtors, if necessary) pursuant to section 365(a) and section 1123 of the Bankruptcy Code as to which no proof of Claim, request for administrative expense, or cure claim need be Filed, and all Claims arising from the Insurance and Surety Contracts shall survive the Effective Date and be Unimpaired. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval of the Debtors’ assumption of each of the Insurance and Surety Contracts. After assumption of the Insurance and Surety Contracts, nothing in this Plan otherwise alters the terms and conditions of the Insurance and Surety Contracts. Confirmation and Consummation of this Plan shall not impair or otherwise modify any available defenses of the Reorganized Debtors or other applicable counterparties under the Insurance and Surety Contracts.

#### *I. Extension of Time to Assume or Reject*

Notwithstanding anything to the contrary set forth in Article VI of this Plan, in the event of a dispute as to whether a contract is executory or a lease is unexpired, the right of the Reorganized Debtors to move to assume or reject such contract or lease shall be extended until the date that is ten (10) days after entry of a Final Order by the Bankruptcy Court determining that the contract is executory or the lease is unexpired. The deemed assumption provided for in Article VI.A of this Plan shall not apply to any such contract or lease, and any such contract or lease shall be assumed or rejected only upon motion of the Reorganized Debtors following the Bankruptcy Court’s determination that the contract is executory or the lease is unexpired.

#### *J. Modifications, Amendments, Supplements, Restatements, or Other Agreements*

Unless otherwise provided in this Plan, each Executory Contract or Unexpired Lease that is assumed by the Debtors or the Reorganized Debtors shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such

Executory Contract or Unexpired Lease, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing has been previously rejected or repudiated or is rejected or repudiated hereunder. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

## ARTICLE VII.

### PROVISIONS GOVERNING DISTRIBUTIONS

#### *A. Distributions for Claims Allowed as of the Effective Date*

Except as otherwise provided in the “Treatment” sections in Article III hereof or as ordered by the Bankruptcy Court, distributions to be made on account of Claims that are Allowed Claims as of the Effective Date shall be made on the Effective Date or as soon as reasonably practicable thereafter. Any payment or distribution required to be made under this Plan on a day other than a Business Day shall be made on the next succeeding Business Day. Distributions on account of Disputed Claims that first become Allowed Claims after the Effective Date shall be made pursuant to Article VIII hereof.

#### *B. No Postpetition Interest on Claims*

Unless otherwise specifically provided for in this Plan, the Confirmation Order or Final Order of the Bankruptcy Court, or required by applicable bankruptcy law (including, without limitation, as required pursuant to section 506(b) or section 511 of the Bankruptcy Code), postpetition interest shall not accrue or be paid on any Claims (except DIP Super-Priority Claims) and no Holder of a Claim (except DIP Super-Priority Claims) shall be entitled to interest accruing on or after the Petition Date on any Claim.

#### *C. Distributions by the Reorganized Debtors or Other Applicable Distribution Agent*

Other than as specifically set forth below or as otherwise provided in this Plan, the Reorganized Debtors or other applicable Distribution Agent shall make all distributions required to be distributed under this Plan. Distributions on account of the Allowed Prepetition Debt Claims and Allowed DIP Super-Priority Claims shall be made to the Prepetition Credit Agreement Agent, the Prepetition Notes Indenture Trustee, and the DIP Agent, as applicable, and such agent or trustee shall be, and shall act as, the Distribution Agent with respect to its respective Class of Claims in accordance with the terms and conditions of this Plan and the applicable debt documents. All distributions to Holders of Prepetition Debt Claims and DIP Super-Priority Claims shall be deemed completed when made by the Reorganized Debtors to the Prepetition Credit Agreement Agent, the Prepetition Notes Indenture Trustee (or as directed by the Prepetition Notes Indenture Trustee), and the DIP Agent, or as otherwise provided in this Plan, as applicable. The Reorganized Debtors may employ or contract with other Entities to assist in or make the distributions required by this Plan and may pay the reasonable fees and expenses of such Entities and the Distribution Agents in the ordinary course of business. No Distribution Agent shall be required to give any bond or

surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court.

The distributions of New Common Stock to be made under this Plan to Holders of Allowed Prepetition Notes Claims shall be made by the Debtors or Reorganized Debtors, as applicable, to the Prepetition Notes Indenture Trustee, which shall transmit (or cause to be transmitted) such distributions to Holders of Allowed Prepetition Notes Claims in accordance with the Prepetition Notes Indenture or as set forth below. Notwithstanding anything to the contrary in this Plan, the Prepetition Notes Indenture Trustee may transfer or direct the transfer of such distributions through the facilities of DTC and, in such event, shall be entitled to recognize and deal for all purposes under this Plan with Holders of the Prepetition Notes to the extent consistent with the policies or customary practices of DTC. If such distributions cannot be made through the facilities of DTC, the Debtors or Reorganized Debtors, as applicable, shall implement procedures in consultation with the Prepetition Notes Indenture Trustee and reasonably acceptable to the Required Consenting Noteholders to make distributions with respect to the Prepetition Notes. The Debtors or Reorganized Debtors (as applicable) shall use their best efforts to make the New Common Stock to be distributed to Holders of the Prepetition Notes eligible for distribution through the facilities of DTC. The distributions of Subscription Rights under this Plan to Accredited Cash Opt-Out Noteholders shall be made by the Voting and Claims Agent as provided in the Equity Rights Offering Procedures. The obligations of the Prepetition Notes Indenture Trustee under the Prepetition Notes Indentures, the Prepetition Notes, and this Plan shall be deemed fully satisfied upon DTC's receipt of the distributions with respect to the Prepetition Notes.

*D. Delivery and Distributions; Undeliverable or Unclaimed Distributions*

1. Record Date for Distributions

On the Distribution Record Date, the Claims Register (and the Debtors' books and records with respect to the Holders of Equity Interests in Parent) shall be closed. Accordingly, the Debtors, the Reorganized Debtors or other applicable Distribution Agent shall have no obligation to recognize the assignment, transfer or other disposition of, or the sale of any participation in, any Allowed Claim (other than DIP Super-Priority Claims and Prepetition Debt Claims) or Allowed Equity Interest that occurs after the close of business on the Distribution Record Date, and shall be entitled for all purposes herein to recognize and distribute securities, property, notices and other documents only to those Holders of Allowed Claims (other than DIP Super-Priority Claims and Prepetition Debt Claims) or Allowed Equity Interest who are Holders of such Claims or Equity Interests, or participants therein, as of the close of business on the Distribution Record Date. The Reorganized Debtors or other applicable Distribution Agent shall be entitled to recognize and deal for all purposes under this Plan with only those record holders stated on the Claims Register, or their books and records, as of the close of business on the Distribution Record Date; provided, however, that the Distribution Record Date shall not apply to the DIP Super-Priority Claims, Prepetition Debt Claims, or any securities of the Debtors deposited with DTC.

2. Delivery of Distributions in General

Except as otherwise provided herein, the Debtors, the Reorganized Debtors or other applicable Distribution Agent, as applicable, shall make distributions to Holders of Allowed Claims, or in care of their authorized agents, as appropriate, at the address for each such Holder or



agent as indicated on the Debtors' or other applicable Distribution Agent's books and records as of the date of any such distribution; provided, however, that the manner of such distributions shall be determined in the discretion of the applicable Distribution Agent (subject to the terms and conditions of the DIP Agreement and the relevant Prepetition Debt Documents, if applicable); provided further, that the address for each Holder of an Allowed Claim shall be deemed to be the address set forth in the latest proof of Claim, if any, Filed by such Holder pursuant to Bankruptcy Rule 3001 as of the Distribution Record Date.

### 3. Minimum Distributions

Notwithstanding anything herein to the contrary, no Distribution Agent shall be required to make distributions or payments of less than \$100.00 (whether in Cash or otherwise) or to make partial distributions or payments of fractions of dollars or New Common Stock, in each case with respect to Impaired Claims. With respect to Impaired Claims, whenever any payment or distribution of a fraction of a dollar or a fraction of a share of New Common Stock under this Plan would otherwise be called for, the actual payment or distribution shall reflect a rounding of such fraction down to the nearest whole dollar or share of New Common Stock (and no Cash shall be distributed in lieu of such fractional New Common Stock). For the avoidance of doubt, DTC shall be considered a single holder for purposes of distributions.

No Distribution Agent shall have any obligation to make a distribution on account of an Allowed Claim that is Impaired under this Plan if: (a) the aggregate amount of all distributions authorized to be made on the Effective Date is or has an economic value less than \$25,000, unless such distribution is a final distribution; or (b) the amount to be distributed to the specific Holder of an Allowed Claim on the Effective Date does not constitute a final distribution to such Holder and is or has an economic value less than \$25.00, which shall be treated as an undeliverable distribution under Article VII.D.4 below.

### 4. Undeliverable Distributions

#### (a) Holding of Certain Undeliverable Distributions

If the distribution to any Holder of an Allowed Claim is returned to the Distribution Agent as undeliverable or is otherwise unclaimed, no further distributions shall be made to such Holder unless and until the Distribution Agent is notified in writing of such Holder's then current address in accordance with the time frames described in Article VII.D.4(b) hereof, at which time (or as soon as reasonably practicable thereafter) all currently due but missed distributions shall be made to such Holder. Undeliverable distributions shall remain in the possession of the Reorganized Debtors or in the applicable reserve, subject to Article VII.D.4(b) hereof, until such time as any such distributions become deliverable. Undeliverable distributions shall not be entitled to any additional interest, dividends or other accruals of any kind on account of their distribution being undeliverable.

#### (b) Failure to Claim Undeliverable Distributions

Any Holder of an Allowed Claim (or any successor or assignee or other Person or Entity claiming by, through, or on behalf of, such Holder) that does not assert a right pursuant to this Plan for an undeliverable or unclaimed distribution within ninety (90) days after the later of the

Effective Date or the date such distribution is due shall be deemed to have forfeited its rights for such undeliverable or unclaimed distribution and shall be forever barred and enjoined from asserting any such rights for an undeliverable or unclaimed distribution against the Debtors or their Estates, the Reorganized Debtors or their respective assets or property, or any Distribution Agent. In such case, any Cash, Plan Securities or other property reserved for distribution on account of such Claim shall become the property of the Reorganized Debtors, free and clear of any Claims or other rights of such Holder with respect thereto and notwithstanding any federal or state escheat laws to the contrary. Any such Cash, Plan Securities or other property shall thereafter be distributed or allocated in accordance with the applicable terms and conditions of this Plan; provided, however, that if the aggregate amount of Allowed Claims in Class 6 is less than the Parent GUC Recovery Cash Pool, then the excess Parent GUC Recovery Cash Pool shall constitute property of the Reorganized Debtors. Nothing contained in this Plan shall require the Debtors, the Reorganized Debtors, or any Distribution Agent to attempt to locate any Holder of an Allowed Claim.

(c) Failure to Present Checks

Checks issued by the Distribution Agent on account of Allowed Claims shall be null and void if not negotiated within ninety (90) days after the issuance of such check. Requests for reissuance of any check shall be made directly to the Distribution Agent by the Holder of the relevant Allowed Claim with respect to which such check originally was issued. Any Holder of an Allowed Claim holding an un-negotiated check that does not request reissuance of such un-negotiated check within ninety (90) days after the date of mailing or other delivery of such check shall have its rights for such un-negotiated check discharged and be forever barred, estopped and enjoined from asserting any such right against the Debtors, their Estates, the Reorganized Debtors, or their respective assets or property. In such case, any Cash held for payment on account of such Claims shall become the property of the Reorganized Debtors, free and clear of any Claims or other rights of such Holder with respect thereto and notwithstanding any federal or state escheat laws to the contrary. Any such Cash shall thereafter be distributed or allocated in accordance with the applicable terms and conditions of this Plan.

*E. Compliance with Tax Requirements*

In connection with this Plan and all distributions hereunder, the Reorganized Debtors or other applicable Distribution Agent shall comply with all applicable withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions hereunder shall be subject to any such applicable withholding and reporting requirements. Notwithstanding any provision in this Plan to the contrary, the Reorganized Debtors or other applicable Distribution Agent shall be authorized to take any and all reasonable actions that may be necessary or appropriate to comply with such applicable withholding and reporting requirements. All Persons and Entities holding Claims or Equity Interests shall be required to provide any information necessary to effect information reporting and the withholding of such taxes (or establish eligibility for an exclusion for the withholding of taxes), and each Holder of an Allowed Claim shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit, including income, withholding, and other tax obligations, on account of such distribution. Any amounts withheld or reallocated pursuant to this **Error! Reference source not found.** shall be treated as if distributed to the Holder of the Allowed Claim.



*F. Allocation of Plan Distributions Between Principal and Interest*

To the extent that any Allowed Claim entitled to a distribution under this Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall, to the extent permitted by applicable law, be allocated for U.S. federal income tax purposes to the principal amount of the Claim first and then, to the extent that the consideration exceeds the principal amount of the Claim, to the portion of such Claim representing accrued but unpaid interest.

*G. Means of Cash Payment*

Payments of Cash made pursuant to this Plan shall be in U.S. dollars and shall be made, at the option of the applicable Distribution Agent, by checks drawn on, or wire transfer from, a domestic bank selected by such Distribution Agent. Cash payments to foreign creditors may be made, at the option of the applicable Distribution Agent, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

*H. Timing and Calculation of Amounts to Be Distributed*

Except as otherwise provided in the “Treatment” sections in Article III hereof or as ordered by the Bankruptcy Court, on the Effective Date or as soon as reasonably practicable thereafter, each Holder of an Allowed Claim shall receive the full amount of the distributions that this Plan provides for Allowed Claims in the applicable Class. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in the applicable class treatment or in Article VIII hereof. Except as otherwise provided herein, Holders of Claims shall not be entitled to interest, dividends or accruals on the distributions provided for herein, regardless of whether such distributions are delivered on or at any time after the Effective Date.

*I. Setoffs*

Without altering or limiting any of the rights and remedies of the Debtors and the Reorganized Debtors under section 502(d) of the Bankruptcy Code, all of which rights and remedies are hereby reserved, the Debtors and the Reorganized Debtors may, but shall not be required to, withhold (but not setoff except as set forth below) from the distributions called for hereunder on account of any Allowed Claim an amount equal to any claims, Causes of Action and Retained Litigation Claims of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim; provided that, at least ten (10) days prior to effectuating such withholding, the Debtors or the Reorganized Debtors, as applicable, shall provide written notice thereof to the applicable Holder of such Claim, and all objections and defenses of such Holder to such withholding are preserved. In the event that any such claims, Causes of Action or Retained Litigation Claims are adjudicated by Final Order or otherwise resolved against the applicable Holder, the Debtors and the Reorganized Debtors may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off against any Allowed Claim and the distributions to be made pursuant hereto on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), the amount of such adjudicated or resolved claims, Causes of Action or Retained Litigation Claims. Neither the failure to effect such a setoff nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claims, Causes of Action or Retained Litigation Claims, all of which are reserved unless expressly released or compromised pursuant to this Plan

or the Confirmation Order. Notwithstanding anything to the contrary herein, the Allowed Prepetition Notes Claims and the distributions to be made pursuant hereto on account of such Claims will not be subject to set off by the Debtors or the Reorganized Debtors pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, and the Debtors and the Reorganized Debtors hereby waive any and all rights of set-off against such Claims.

## ARTICLE VIII.

### PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS

#### A. *Resolution of Disputed Claims and Equity Interests*

##### 1. Allowance of Claims

After the Effective Date, and except as otherwise provided in this Plan, the Reorganized Debtors shall have and shall retain any and all available rights and defenses that the Debtors had with respect to any Claim, including, without limitation, the right to assert any objection to Claims based on the limitations imposed by section 502 or section 510 of the Bankruptcy Code. The Debtors and the Reorganized Debtors may contest the amount and validity of any Disputed Claim in the ordinary course of business in the manner and venue in which such Claim would have been determined, resolved or adjudicated if the Chapter 11 Cases had not been commenced.

##### 2. Prosecution of Objections to Claims

After the Confirmation Date but before the Effective Date, the Debtors (with the consent of the Required Consenting Noteholders), and after the Effective Date, the Reorganized Debtors, shall have the authority to File objections to Claims (other than those that are Allowed under this Plan) and settle, compromise, withdraw or litigate to judgment objections to any and all such Claims, regardless of whether such Claims are in an Unimpaired Class or otherwise; provided, however, that this provision shall not apply to Professional Fee Claims, which may be objected to by any party-in-interest in these Chapter 11 Cases. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without any further notice to or action, order or approval of the Bankruptcy Court. The Reorganized Debtors shall have the sole authority to administer and adjust the Claims Register and their respective books and records to reflect any such settlements or compromises without any further notice to or action, order or approval of the Bankruptcy Court.

##### 3. Claims Estimation

After the Confirmation Date but before the Effective Date, the Debtors (with the consent of the Required Consenting Noteholders), and after the Effective Date, the Reorganized Debtors may at any time request that the Bankruptcy Court estimate any Disputed Claim or contingent or unliquidated Claim pursuant to applicable law, including, without limitation, section 502(c) of the Bankruptcy Code, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any such Claim, whether for allowance or to determine the maximum amount of such Claim, including during the litigation concerning any objection to any Claim or during the pendency of any appeal relating to any such objection. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and not exclusive of one another.

Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court. The rights and objections of all parties are reserved in connection with any such estimation.

#### 4. No Filings of Proofs of Claim

Except as otherwise provided in this Plan, Holders of Claims, including the Prepetition Notes Indenture Trustee with respect to the Prepetition Notes Indentures and the Prepetition Notes and the DIP Agent with respect to the DIP Super-Priority Claims, shall not be required to File a proof of Claim, and no such parties should File a proof of Claim; provided that Holders of General Unsecured Claims against Parent only shall be required to file a proof of claim pursuant to separate bar date procedures to be provided to such parties by the Debtors. Other than with respect to the General Unsecured Claims against Parent only, the Debtors do not intend to object in the Bankruptcy Court to the allowance of Claims Filed; provided, however, that the Debtors and the Reorganized Debtors, as applicable, reserve the right to object to any Claim or Equity Interest that is entitled, or deemed to be entitled, to a distribution under this Plan or is rendered Unimpaired under this Plan. Instead, the Debtors intend to make distributions, as required by this Plan, in accordance with the books and records of the Debtors. Unless disputed by a Holder of a Claim, the amount set forth in the books and records of the Debtors shall constitute the amount of the Allowed Claim of such Holder. If any such Holder of a Claim disagrees with the Debtors' books and records with respect to the Allowed amount of such Holder's Claim, such Holder must so advise the Debtors in writing, in which event the Claim shall become a Disputed Claim. The Debtors intend to attempt to resolve any such disputes consensually or through judicial means outside the Bankruptcy Court subject to the consent of the Required Consenting Noteholders. Nevertheless, the Debtors may, in their discretion and with the consent of the Required Consenting Noteholders, File with the Bankruptcy Court (or any other court of competent jurisdiction) an objection to the allowance of any Claim or any other appropriate motion or adversary proceeding with respect thereto. All such objections shall be litigated to Final Order; provided, however, that the Debtors may, with the consent of the Required Consenting Noteholders, compromise, settle, withdraw or resolve by any other method approved by the Bankruptcy Court any objections to Claims.

#### *B. No Distributions Pending Allowance*

Notwithstanding any other provision of this Plan to the contrary, no payments or distributions of any kind or nature shall be made with respect to all or any portion of a Disputed Claim unless and until all objections to such Disputed Claim have been settled (with the consent of the Required Consenting Noteholders) or withdrawn or have been determined by Final Order, and the Disputed Claim is or becomes Allowed by Final Order; provided, however, that notwithstanding the foregoing, payments or distributions under this Plan to Holders of Allowed Prepetition Notes Claims will be made in full on the Effective Date, regardless of whether such Holders hold any Disputed Claims.

#### *C. Distributions on Account of Disputed Claims Once They Are Allowed*

The Reorganized Debtors or other applicable Distribution Agent shall make distributions on account of any Disputed Claim that has become Allowed after the Effective Date at such time

that such Claim becomes Allowed (or as soon as reasonably practicable thereafter). Such distributions shall be made pursuant to the applicable provisions of Article VII of this Plan.

*D. Reserve for Disputed Claims*

The Debtors, the Reorganized Debtors, and the Distribution Agent may establish such appropriate reserves for Disputed Claims in the applicable Class(es) as they determine necessary and appropriate, in each case with the consent of the Required Consenting Noteholders or as approved by order of the Bankruptcy Court. Without limiting the foregoing, reserves (if any) for Disputed Claims shall equal, as applicable, an amount of property equal to 100% of distributions to which Holders of Disputed Claims in each applicable Class would otherwise be entitled under this Plan as of such date if such Disputed Claims were Allowed based on the Debtors' books and records; provided, however, that the Debtors and the Reorganized Debtors, as applicable, shall have the right to file a motion seeking to estimate any Disputed Claims.

## **ARTICLE IX.**

### **CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN**

*A. Conditions Precedent to Confirmation*

Unless satisfied or waived pursuant to the provisions of Article IX.C hereof, the following are conditions precedent to Confirmation of this Plan.

1. This Plan and the Restructuring Documents are in form and substance reasonably acceptable to the Debtors and the Required Consenting Noteholders;
2. The Confirmation Order has been entered by the clerk of the Bankruptcy Court, and such order is in form and substance consistent in all respects with the Restructuring Term Sheet and the Restructuring Support Agreement and otherwise reasonably acceptable to the Debtors and to the Required Consenting Noteholders; and
3. The Restructuring Support Agreement is in full force and effect and has not been validly terminated in accordance with its terms, and no event has occurred or action has been taken that, with the passage of time or the giving of notice, would permit the Required Consenting Noteholders to terminate the Restructuring Support Agreement.

*B. Conditions Precedent to Consummation*

Unless satisfied or waived pursuant to the provisions of Article IX.C hereof, the following are conditions precedent to Consummation of this Plan.

1. The Confirmation Order has become a Final Order and such order has not been amended, modified, vacated, stayed, or reversed;
2. The Bankruptcy Court has entered one or more Final Orders (which may include the Confirmation Order), in form and substance reasonably acceptable to the Debtors and Required Consenting Noteholders, authorizing the assumption, assumption and assignment and rejection of

the Executory Contracts and Unexpired Leases by the Debtors as contemplated in this Plan and the Plan Supplement;

3. This Plan and the Restructuring Documents have not been amended or modified other than in a manner in form and substance consistent in all respects with the Restructuring Term Sheet, and otherwise reasonably acceptable to the Debtors and the Required Consenting Noteholders;

4. The Restructuring Documents (including the Exit Facility Loan Documents) have been filed, tendered for delivery, and have been effectuated or executed by all Persons and Entities party thereto (as appropriate), and in each case in full force and effect, each to the extent required prior to Consummation. All conditions precedent to the effectiveness of such Restructuring Documents, including, without limitation, the Exit Facility Credit Agreements, have been satisfied or waived pursuant to the terms of such applicable Restructuring Documents (or shall be satisfied concurrently with the occurrence of the Effective Date) and such agreements have closed or shall close simultaneously with the effectiveness of this Plan;

5. The Debtors have received, or concurrently with the occurrence of the Effective Date shall receive (a) an Exit ABL Facility on terms and conditions acceptable to the Required Consenting Noteholders, and/or (b) the Exit DDTL Facility;

6. The Amended/New Corporate Governance Documents have become effective or shall become effective concurrently with the effectiveness of this Plan;

7. All consents, actions, documents, certificates and agreements necessary to implement this Plan and the transactions contemplated by this Plan have been, as applicable, obtained and not otherwise subject to unfulfilled conditions, effected or executed and delivered to the required parties and, to the extent required, filed with the applicable governmental units in accordance with applicable laws, and in each case in full force and effect;

8. All governmental approvals and consents, including Bankruptcy Court approval, that are applicable and legally required for the consummation of this Plan have been obtained, not be subject to unfulfilled conditions and be in full force and effect;

9. The New Board has been selected in accordance with the Restructuring Support Agreement;

10. The Restructuring Support Agreement is in full force and effect and has not been terminated in accordance with its terms, and no event has occurred or action has been taken that, with the passage of time or the giving of notice, would permit the Required Consenting Noteholders to terminate the Restructuring Support Agreement;

11. The Professional Fee Claim Reserve has been funded in full in Cash by the Debtors in accordance with the terms and conditions of this Plan;

12. To the extent invoiced, all Ad Hoc Noteholder Group Fees and Expenses and Prepetition Notes Indenture Trustee Fees and Expenses have been paid in full in Cash;

13. There shall be no ruling, judgment, or order issued by any Governmental Unit making illegal, enjoining or otherwise preventing or prohibiting the consummation of the Restructuring Transactions, unless such ruling, judgment, or order has been stayed, reversed or vacated within three (3) Business Days after such issuance;

14. There shall be no material litigation or investigation by any Governmental Unit involving the Debtors as of the Effective Date that has had, or would reasonably be expected to have, a material adverse effect on the business, financial condition or results of operations of the Reorganized Debtors, taken as a whole; and

15. Since the Petition Date, there shall have been no event, change, effect, occurrence, development, circumstance, condition, result, state of fact or change of fact (each, an “**Event**”) that, individually or together with all other Events, has had, or would reasonably be expected to have, a material adverse effect on either the business, operations, finances, properties, condition (financial or otherwise), assets or liabilities of the Debtors, taken as a whole, or the ability of the Debtors taken as a whole, to perform their respective obligations under, or to consummate the Restructuring Transactions; provided, however, that in no case shall any Event arising from, as a result of, or in connection with (a) the public announcement of the Restructuring Support Agreement, this Plan, or any other Restructuring Document, (b) the pursuit or public announcement of the Restructuring Transaction, (c) the commencement or prosecution of the Chapter 11 Cases, or (d) the pursuit of Confirmation or Consummation, be taken into account in determining whether there has been, or would reasonably be expected to be, a material adverse effect for purposes of this Plan.

*C. Waiver of Conditions*

Subject to section 1127 of the Bankruptcy Code, the conditions to Confirmation and Consummation of this Plan set forth in this Article IX may be waived by the Debtors, with the consent of the Required Consenting Noteholders, without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate this Plan. The failure of the Debtors or Reorganized Debtors to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each right shall be deemed an ongoing right that may be asserted at any time.

*D. Effect of Non-Occurrence of Conditions to Confirmation or Consummation*

If the Confirmation or the Consummation of this Plan does not occur with respect to one or more of the Debtors, then this Plan shall, solely with respect to such applicable Debtor or Debtors, be null and void in all respects and nothing contained in this Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims against or Equity Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any Holders or any other Person or Entity; (3) constitute an Allowance of any Claim or Equity Interest; or (4) constitute an admission, acknowledgment, offer or undertaking by the Debtors, any Holders or any other Person or Entity in any respect.



## ARTICLE X.

### RELEASE, DISCHARGE, INJUNCTION AND RELATED PROVISIONS

#### A. *General*

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases and other benefits provided under this Plan, upon the Effective Date, the provisions of this Plan shall constitute a good faith compromise and settlement of all Claims and Equity Interests and controversies resolved pursuant to this Plan. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Equity Interests and controversies, as well as a finding by the Bankruptcy Court that any such compromise or settlement is in the best interests of the Debtors, their Estates, and any Holders of Claims or Equity Interests and is fair, equitable and reasonable.

Notwithstanding anything contained herein to the contrary, the allowance, classification and treatment of all Allowed Claims and Equity Interests and their respective distributions (if any) and treatments hereunder, takes into account the relative priority and rights of the Claims and the Equity Interests in each Class in connection with any contractual, legal and equitable subordination rights relating thereto whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code or otherwise. As of the Effective Date, any and all contractual, legal and equitable subordination rights, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code or otherwise, relating to the allowance, classification and treatment of all Allowed Claims and Equity Interests and their respective distributions (if any) and treatments hereunder, are settled, compromised, terminated and released pursuant hereto; provided, however, that nothing contained herein shall preclude any Person or Entity from exercising their rights pursuant to and consistent with the terms of this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan.

#### B. *Release of Claims and Causes of Action*

1. **Release by the Debtors and their Estates.** Pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, and except as otherwise expressly provided in this Plan, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, the Debtors and the Reorganized Debtors, in their respective individual capacities and as debtors-in-possession, and on behalf of themselves and their respective Estates, including, without limitation, any successor to the Debtors or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code (collectively, the "**Debtor Releasing Parties**"), shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Debtor Releasing Parties) and their respective assets and properties (the "**Debtor Release**") from any and all Claims, interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies,



and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors (including the management, ownership or operation thereof) or their Affiliates, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, this Plan, the Plan Supplement, the Restructuring Support Agreement, the Restructuring Documents, the Prepetition Debt Documents, and the DIP Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation, preparation dissemination, entry into, or filing of the Restructuring Support Agreement, this Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, the Prepetition Debt Documents, the DIP Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of this Plan, the solicitation of votes on this Plan or the issuance or distribution of Plan Securities pursuant to this Plan that such Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) or that any Holder of a Claim or Equity Interest or other Person or Entity would have been legally entitled to assert for, or on behalf or in the name of, any Debtor, its respective Estate or any Reorganized Debtor (whether directly or derivatively) against any of the Released Parties; provided, however, that the foregoing provisions of this Debtor Release shall not operate to waive or release (i) the rights of such Debtor Releasing Party to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan (including, without limitation, the Exit Facility Loan Documents) or assumed or assumed and assigned, as applicable, pursuant to this Plan or pursuant to a Final Order of the Bankruptcy Court, (ii) any Causes of Action arising from willful misconduct, fraud, or gross negligence, in each case as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction, and (iii) any claims against the Excluded Parties. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity and the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Article X.B shall or shall be deemed to (i) prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person or Entity that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors and/or (ii) operate as a release or waiver of any Intercompany Claims, in each case unless otherwise expressly provided for in this Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the Claims released by the Debtor Release; (iii) in the best interest of the Debtors and their Estates; (iv) fair, equitable and reasonable; (v) given and made after due notice and opportunity for hearing; and (vi) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any claim or Cause of Action released pursuant to the Debtor Release.

2. **Release By Third Parties.** Except as otherwise expressly provided in this Plan, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor Releasing Parties above, each Non-Debtor Releasing Party (together with the Debtor Releasing Parties, the "**Releasing Parties**") shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Non-Debtor Releasing Parties) and their respective assets and properties (the "**Third Party Release**") from any and all Claims, interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors (including the management, ownership or operation thereof) or their Affiliates, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, this Plan, the Plan Supplement, the Restructuring Support Agreement, the Restructuring Documents, the Prepetition Debt Documents, and the DIP Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation, preparation, dissemination, entry into or filing of the Restructuring Support Agreement, this Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, the Prepetition Debt Documents, the DIP Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of this Plan, the solicitation of votes on this Plan or the issuance or distribution of Plan Securities pursuant to this Plan that such Non-Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties; *provided, however*, that the foregoing provisions of this Third Party Release shall not operate to waive or release (i) the rights of such Non-Debtor Releasing Party to enforce this Plan and the contracts, instruments,

releases, indentures, and other agreements or documents delivered under or in connection with this Plan (including, without limitation, the Exit Facility Loan Documents) or assumed or assumed and assigned, as applicable, pursuant to this Plan or pursuant to a Final Order of the Bankruptcy Court or (ii) any Causes of Action arising from willful misconduct, fraud, or gross negligence, in each case as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity and the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third Party Release.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third Party Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Third Party Release is: (i) consensual; (ii) essential to the confirmation of this Plan; (iii) in exchange for the good and valuable consideration provided by the Released Parties; (iv) a good faith settlement and compromise of the Claims released by the Third Party Release; (v) in the best interest of the Debtors and all Holders of Claims and Equity Interests; (vi) fair, equitable and reasonable; (vii) given and made after due notice and opportunity for hearing; and (viii) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third Party Release.

*C. Waiver of Statutory Limitations on Releases*

Each of the Releasing Parties in each of the releases contained above expressly acknowledges that although ordinarily a general release may not extend to Claims which the Releasing Party does not know or suspect to exist in its favor, which if known by it may have materially affected its settlement with the party released, they have carefully considered and taken into account in determining to enter into the above releases the possible existence of such unknown losses or claims. Without limiting the generality of the foregoing, each Releasing Party expressly waives any and all rights conferred upon it by any statute or rule of law which provides that a release does not extend to claims which the claimant does not know or suspect to exist in its favor at the time of providing the release, which if known by it may have materially affected its settlement with the released party. The releases contained in this Plan are effective regardless of whether those released matters are presently known, unknown, suspected or unsuspected, foreseen or unforeseen.

*D. Discharge of Claims and Equity Interests*

To the fullest extent provided under section 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code, except as otherwise expressly provided by this Plan (including, without limitation, Article V.D and V.E of this Plan) or the Confirmation Order, effective as of the Effective Date, all consideration distributed under this Plan shall be in exchange for, and in complete satisfaction, settlement, discharge, and release of, all Claims, Equity Interests and Causes of Action of any kind or nature whatsoever against the Debtors and the Reorganized Debtors or any of their respective assets or properties, including any interest accrued on such Claims or Equity

Interests from and after the Petition Date, and regardless of whether any property shall have been abandoned by order of the Bankruptcy Court, distributed or retained pursuant to this Plan on account of such Claims, Equity Interests or Causes of Action.

Except as otherwise expressly provided by this Plan (including, without limitation, Article V.D and V.E of this Plan) or the Confirmation Order, upon the Effective Date, the Debtors and their Estates shall be deemed discharged and released under and to the fullest extent provided under sections 524 and 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code from any and all Claims of any kind or nature whatsoever, including, but not limited to, demands and liabilities that arose before the Confirmation Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code. Such discharge shall void any judgment obtained against the Debtors or the Reorganized Debtors at any time, to the extent that such judgment relates to a discharged Claim.

Except as otherwise expressly provided by this Plan (including, without limitation, Article V.D and V.E of this Plan) or the Confirmation Order, upon the Effective Date: (i) the rights afforded herein and the treatment of all Claims and Equity Interests shall be in exchange for and in complete satisfaction, settlement, discharge, and release of all Claims and Equity Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtors or any of their respective assets, property, or Estates; (ii) all Claims and Equity Interests shall be satisfied, discharged, and released in full, and each of the Debtors' liability with respect thereto shall be extinguished completely without further notice or action; and (iii) all Persons and Entities shall be precluded from asserting against the Debtors, the Estates, the Reorganized Debtors, each of their respective successors and assigns, and each of their respective assets and properties, any such Claims or Equity Interests, whether based upon any documents, instruments or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date or otherwise.

#### *E. Exculpation*

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any claims or Causes of Action arising prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of this Plan, the Disclosure Statement, the Restructuring Documents, the DIP Documents, or any contract, instrument, release or other agreement or document created or entered into in connection with this Plan, including the Restructuring Support Agreement, or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or Consummation of this Plan; provided, however, that the foregoing provisions of this exculpation shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, fraud, or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of any Person or Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with this Plan or assumed pursuant to this Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon

the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions. The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity. Notwithstanding the foregoing, nothing in this Article X.E shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person or Entity that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in this Plan.

*F. Preservation of Causes of Action*

1. Maintenance of Causes of Action

Except as otherwise provided in this Article X (including, without limitation, and for the avoidance of doubt, the Releases contained in Article X.B and Exculpation contained in Article X.E hereof) or elsewhere in this Plan or the Confirmation Order, after the Effective Date, the Reorganized Debtors shall retain all rights to commence, pursue, litigate or settle, as appropriate, any and all Retained Litigation Claims, whether existing as of the Petition Date or thereafter arising, in any court or other tribunal including, without limitation, in an adversary proceeding Filed in the Chapter 11 Cases. The Reorganized Debtors, as the successors-in-interest to the Debtors and the Estates, may, and shall have the exclusive right to, enforce, sue on, settle, compromise, transfer or assign (or decline to do any of the foregoing) any or all of such Retained Litigation Claims without notice to or approval from the Bankruptcy Court.

2. Preservation of All Causes of Action Not Expressly Settled or Released

The Debtors expressly reserve all Causes of Action and Retained Litigation Claims for later adjudication by the Debtors or the Reorganized Debtors (including, without limitation, Causes of Action and Retained Litigation Claims not specifically identified or of which the Debtors may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time or facts or circumstances that may change or be different from those the Debtors now believe to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such Causes of Action or Retained Litigation Claims upon or after the Confirmation or Consummation of this Plan based on the Disclosure Statement, this Plan or the Confirmation Order, except in each case where such Causes of Action or Retained Litigation Claims have been expressly waived, relinquished, released, compromised or settled in this Plan (including, without limitation, and for the avoidance of doubt, the Releases contained in Article X.B and Exculpation contained in Article X.E hereof) or any other Final Order (including, without limitation, the Confirmation Order). In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which any of the Debtors are a plaintiff, defendant or an interested party, against any Person or Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits.



No Person or Entity may rely on the absence of a specific reference in this Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action or Retained Litigation Claim against them as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action or Retained Litigation Claim against them. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action and Retained Litigation Claim against any Person or Entity, except as otherwise expressly provided in this Plan or the Confirmation Order (including, without limitation, and for the avoidance of doubt, the Releases contained in Article X.B and Exculpation contained in Article X.E hereof).

*G. Injunction*

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER, FROM AND AFTER THE EFFECTIVE DATE, ALL PERSONS AND ENTITIES ARE, TO THE FULLEST EXTENT PROVIDED UNDER SECTION 524 AND OTHER APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, PERMANENTLY ENJOINED FROM (I) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY SUIT, ACTION OR OTHER PROCEEDING; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER; (III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE; (IV) ASSERTING A SETOFF OR RIGHT OF SUBROGATION OF ANY KIND; OR (V) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, IN EACH CASE ON ACCOUNT OF OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, EQUITY INTEREST, OR REMEDY RELEASED OR TO BE RELEASED, EXCULPATED OR TO BE EXCULPATED, SETTLED OR TO BE SETTLED OR DISCHARGED OR TO BE DISCHARGED PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER AGAINST ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED). ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASES UNDER SECTION 105 OR SECTION 362 OF THE BANKRUPTCY CODE, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE, SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE.**

*H. Binding Nature Of Plan*

**ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THIS PLAN SHALL BIND, AND SHALL BE DEEMED BINDING UPON, THE DEBTORS, THE REORGANIZED DEBTORS, ANY AND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS, ALL PERSONS AND ENTITIES THAT ARE PARTIES TO OR ARE SUBJECT TO THE SETTLEMENTS, COMPROMISES, RELEASES, EXCULPATIONS, DISCHARGES, AND INJUNCTIONS DESCRIBED IN THIS PLAN, EACH PERSON AND ENTITY ACQUIRING PROPERTY UNDER THIS PLAN, ANY AND ALL NON-DEBTOR PARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES WITH THE DEBTORS AND THE RESPECTIVE SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING, TO**

**THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING WHETHER OR NOT SUCH PERSON OR ENTITY (I) SHALL RECEIVE OR RETAIN ANY PROPERTY, OR INTEREST IN PROPERTY, UNDER THIS PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THIS PLAN, AFFIRMATIVELY VOTED TO REJECT THIS PLAN OR IS CONCLUSIVELY DEEMED TO REJECT THIS PLAN.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE INJUNCTION DOES NOT ENJOIN ANY PARTY UNDER THE RESTRUCTURING SUPPORT AGREEMENT OR THIS PLAN OR UNDER ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE INCLUDED IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN.**

*I. Protection Against Discriminatory Treatment*

To the extent provided by section 525 of the Bankruptcy Code and the Supremacy Clause of the United States Constitution, all Persons and Entities, including Governmental Units, shall not discriminate against the Reorganized Debtors or deny, revoke, suspend or refuse to renew a license, permit, charter, franchise or other similar grant to, condition such a grant to, discriminate with respect to such a grant, against the Reorganized Debtors, or another Person or Entity with whom the Reorganized Debtors have been associated, solely because any Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge) or has not paid a debt that is dischargeable in the Chapter 11 Cases.

*J. Integral Part of Plan*

Each of the provisions set forth in this Plan with respect to the settlement, release, discharge, exculpation, and injunction for or with respect to Claims and/or Causes of Action are an integral part of this Plan and essential to its implementation. Accordingly, each Person or Entity that is a beneficiary of such provision shall have the right to independently seek to enforce such provision and such provision may not be amended, modified, or waived after the Effective Date without the prior written consent of such beneficiary.

## **ARTICLE XI.**

### **RETENTION OF JURISDICTION**

Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, on and after the Effective Date, retain exclusive jurisdiction over the Chapter 11 Cases and all Persons and Entities with respect to all matters related to the Chapter 11 Cases, the Debtors and this Plan as legally permissible, including, without limitation, jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Equity Interest, including, without limitation, the



resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of any such Claim or Equity Interest;

2. grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or this Plan, for periods ending on or before the Effective Date; provided, however, that, from and after the Effective Date, the Reorganized Debtors may pay Professionals in the ordinary course of business for any work performed after the Effective Date and such payment shall not be subject to the approval of the Bankruptcy Court;

3. resolve any matters related to the assumption, assignment or rejection of any Executory Contract or Unexpired Lease and to adjudicate and, if necessary, liquidate, any Claims arising therefrom, including, without limitation, those matters related to any amendment to this Plan after the Effective Date to add Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed or rejected (as applicable);

4. resolve any issues related to any matters adjudicated in the Chapter 11 Cases;

5. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of this Plan;

6. decide or resolve any motions, adversary proceedings, contested or litigated matters and any other Causes of Action that are pending as of the Effective Date or that may be commenced in the future, and grant or deny any applications involving the Debtors that may be pending on the Effective Date or instituted by the Reorganized Debtors after the Effective Date, provided, however, that the Reorganized Debtors shall reserve the right to commence actions in all appropriate forums and jurisdictions;

7. enter such orders as may be necessary or appropriate to implement or consummate the provisions of this Plan and all other contracts, instruments, releases, indentures and other agreements or documents adopted in connection with this Plan, the Plan Supplement or the Disclosure Statement;

8. resolve any cases, controversies, suits or disputes that may arise in connection with the Consummation, interpretation or enforcement of this Plan or any Person or Entity's obligations incurred in connection with this Plan;

9. hear and determine all Causes of Action that are pending as of the Effective Date or that may be commenced in the future;

10. issue injunctions and enforce them, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person or Entity with Consummation or enforcement of this Plan;

11. enforce the terms and conditions of this Plan, the Confirmation Order, and the Restructuring Documents;

12. resolve any cases, controversies, suits or disputes with respect to the Release, the Exculpation, the indemnification and other provisions contained in Article X hereof and enter such

orders or take such other actions as may be necessary or appropriate to implement or enforce all such provisions;

13. hear and determine all Retained Litigation Claims;

14. enter and implement such orders or take such other actions as may be necessary or appropriate if the Confirmation Order is modified, stayed, reversed, revoked or vacated;

15. resolve any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, the Confirmation Order or any release or exculpation adopted in connection with this Plan; and

16. enter an order concluding or closing the Chapter 11 Cases.

Notwithstanding the foregoing, (i) any dispute arising under or in connection with any Exit Facility or any other contract or agreement binding on the Reorganized Debtors that contains provisions governing jurisdiction for litigation of disputes thereunder shall be addressed in accordance with the provisions of the applicable document and (ii) if the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in this Article of this Plan, the provisions of this Article XI shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

## **ARTICLE XII.**

### **MISCELLANEOUS PROVISIONS**

#### *A. Substantial Consummation*

“Substantial Consummation” of this Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Effective Date.

#### *B. Payment of Statutory Fees; Post-Effective Date Fees and Expenses*

All fees payable pursuant to section 1930(a) of the Judicial Code, as determined by the Bankruptcy Court at a hearing pursuant to section 1128 of the Bankruptcy Code to the extent necessary, shall be paid by each of the Debtors or the Reorganized Debtors (or the Distribution Agent on behalf of each of the Debtors or Reorganized Debtors), as applicable, for each quarter (including any fraction thereof) until the earliest to occur of the entry of (a) a final decree closing such Debtor’s Chapter 11 Case, (b) an order dismissing such Debtor’s Chapter 11 Case, or (c) an order converting such Debtor’s Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code.

The Reorganized Debtors may pay the liabilities and charges that they incur on or after the Effective Date for Professionals’ fees, disbursements, expenses, or related support services (including reasonable fees, costs and expenses incurred by Professionals relating to the preparation of interim and final fee applications and obtaining Bankruptcy Court approval thereof) in the ordinary course of business and without application or notice to, or order of, the Bankruptcy Court,

including, without limitation, the reasonable fees, expenses, and disbursements of the Distribution Agents and the fees, costs and expenses incurred by Professionals in connection with the implementation, enforcement and Consummation of this Plan and the Restructuring Documents.

*C. Statutory Committee*

On the Effective Date, the current and former members of the Committee, if any, and their respective officers, employees, counsel, advisors and agents, shall be released and discharged of and from all further authority, duties, responsibilities and obligations related to and arising from and in connection with the Chapter 11 Cases and the Committee shall dissolve. Following the completion of the Committee's remaining duties set forth above, the Committee shall be dissolved, and the retention or employment of the Committee's respective attorneys, accountants and other agents shall terminate without further notice to, or action by, any Person or Entity.

*D. Conflicts*

In the event that a provision of the Restructuring Documents or the Disclosure Statement (including any and all exhibits and attachments thereto) conflicts with a provision of this Plan or the Confirmation Order, the provision of this Plan and the Confirmation Order (as applicable) shall govern and control to the extent of such conflict. In the event that a provision of this Plan conflicts with a provision of the Confirmation Order, the provision of the Confirmation Order shall govern and control to the extent of such conflict.

*E. Modification of Plan*

Effective as of the date hereof and subject to the limitations and rights contained in this Plan: (a) the Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify this Plan prior to the entry of the Confirmation Order in a way that is in form and substance consistent in all material respects with the Restructuring Term Sheet and otherwise reasonably acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement, in accordance with section 1127(a) of the Bankruptcy Code; and (b) after the entry of the Confirmation Order, the Debtors or the Reorganized Debtors, as applicable, may, upon order of the Bankruptcy Court, amend or modify this Plan in a way that is in form and substance consistent in all material respects with the Restructuring Term Sheet and otherwise acceptable to the Debtors and the Required Consenting Noteholders in the manner set forth in the Restructuring Support Agreement, in accordance with section 1127(b) of the Bankruptcy Code or to remedy any defect or omission or reconcile any inconsistency in this Plan in such manner as may be necessary to carry out the purpose and intent of this Plan. A Holder of a Claim that has accepted this Plan shall be presumed to have accepted this Plan, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such Holder.

*F. Revocation or Withdrawal of Plan*

The Debtors reserve the right to revoke or withdraw this Plan prior to the Effective Date and/or to File subsequent chapter 11 plans, with respect to one or more of the Debtors; provided that any rights under the Restructuring Support Agreement, including any consent rights contained therein, shall remain unaffected. If the Debtors revoke or withdraw this Plan, or if Confirmation

or Consummation of this Plan does not occur with respect to one or more of the Debtors, then with respect to the applicable Debtor or Debtors for which this Plan was revoked or withdrawn or for which Confirmation or Consummation of this Plan did not occur: (1) this Plan shall be null and void in all respects; (2) any settlement or compromise embodied in this Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected by this Plan and any document or agreement executed pursuant hereto shall be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (3) nothing contained in this Plan shall: (a) constitute a waiver or release of any Claims by or against, or any Equity Interests in, the applicable Debtors or any other Person or Entity; (b) prejudice in any manner the rights of the applicable Debtors or any other Person or Entity; or (c) constitute an admission, acknowledgement, offer or undertaking of any sort by the applicable Debtors or any other Person or Entity.

*G. Successors and Assigns*

This Plan shall be binding upon and inure to the benefit of the Debtors, the Reorganized Debtors, all present and former Holders of Claims and Equity Interests, other parties-in-interest, and their respective heirs, executors, administrators, successors, and assigns. The rights, benefits, and obligations of any Person or Entity named or referred to in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor, or assign of such Person or Entity.

*H. Reservation of Rights*

Except as expressly set forth herein, this Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order and this Plan is Consummated. Neither the filing of this Plan, any statement or provision contained herein, nor the taking of any action by the Debtors or any other Person or Entity with respect to this Plan shall be or shall be deemed to be an admission or waiver of any rights of: (1) the Debtors with respect to the Holders of Claims or Equity Interests or other Person or Entity; or (2) any Holder of a Claim or an Equity Interest or other Person or Entity prior to the Effective Date.

*I. Further Assurances*

The Debtors or the Reorganized Debtors, as applicable, all Holders of Claims receiving distributions hereunder and all other Persons and Entities shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan or the Confirmation Order.

*J. Severability*

If, prior to the Confirmation Date, any term or provision of this Plan is determined by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan,

as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

*K. Service of Documents*

Any notice, direction or other communication given regarding the matters contemplated by this Plan (each, a “**Notice**”) must be in writing, sent by personal delivery, electronic mail, courier or facsimile and addressed as follows:

**If to the Debtors:**

Superior Energy Services, Inc.  
1001 Louisiana Street, Suite 2900  
Houston, Texas 77002  
Attn: William B. Masters  
Email: bill.masters@superiorenergy.com

with a copy to:

Latham & Watkins LLP  
885 Third Avenue  
New York, NY 10022  
Attn: Keith A. Simon and George Klidonas  
Direct Dial: (212) 906-1200  
Fax: (212) 751-4864  
Email: keith.simon@lw.com and george.klidonas@lw.com

**If to the Ad Hoc Noteholder Group:**

Davis Polk & Wardwell LLP  
405 Lexington Ave.  
New York, NY 10017  
Attn: Damian S. Schaible and Adam L. Shpeen  
Direct Dial: (212) 450-4000  
Fax: (212) 701-5800  
Email: damian.schaible@davispolk.com and  
adam.shpeen@davispolk.com

A Notice is deemed to be given and received (a) if sent by personal delivery or courier, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day, or (b) if sent by facsimile, on the Business Day following the date of confirmation of transmission by the originating facsimile, or (c) if sent by electronic mail, when the sender receives an email from the recipient acknowledging receipt, provided that an automatic “read receipt” does not constitute acknowledgment of an email for purposes of this Section. Any party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any element of a party’s address that is not specifically changed in a Notice shall be assumed not to be changed. Sending a copy of a Notice to a party’s legal counsel as contemplated above is for information purposes only and does not

constitute delivery of the Notice to that party. The failure to send a copy of a Notice to legal counsel does not invalidate delivery of that Notice to a party.

*L. Exemption from Transfer Taxes Pursuant to Section 1146(a) of the Bankruptcy Code*

Pursuant to and to the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any issuance, transfer, or exchange of a security, or the making or delivery of an instrument of transfer of property, pursuant to or in connection with this Plan or the Restructuring Documents shall not be subject to any Stamp or Similar Tax or governmental assessment in the United States or by any other Governmental Unit, and the Confirmation Order shall direct the appropriate federal, state or local (domestic or foreign) governmental officials or agents to forgo the collection of any such Stamp or Similar Tax or governmental assessment and to accept for filing and recordation instruments or other documents evidencing such action or event without the payment of any such Stamp or Similar Tax or governmental assessment. Such exemption specifically applies, without limitation, to (i) all actions, agreements and documents necessary to evidence and implement the provisions of, transactions contemplated by and the distributions to be made under this Plan or the Restructuring Documents, (ii) the issuance and distribution of the New Common Stock or Plan Securities and Documents, and (iii) the maintenance or creation of security interests or any Lien as contemplated by this Plan or the Restructuring Documents.

*M. Governing Law*

Except to the extent that the Bankruptcy Code, the Bankruptcy Rules or other federal law is applicable, or to the extent that a Restructuring Document or an exhibit or schedule to this Plan provides otherwise, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, the laws of New York, without giving effect to the principles of conflicts of law of such jurisdiction.

*N. Tax Reporting and Compliance*

The Reorganized Debtors are hereby authorized, on behalf of the Debtors, to request an expedited determination under section 505(b) of the Bankruptcy Code of the tax liability of the Debtors for all taxable periods ending after the Petition Date through and including the Effective Date.

*O. Exhibits and Schedules*

All exhibits and schedules to this Plan, including the Exhibits and Plan Schedules, are incorporated herein and are a part of this Plan as if set forth in full herein.

*P. No Strict Construction*

This Plan is the product of extensive discussions and negotiations between and among, *inter alia*, the Debtors, the Consenting Noteholders, and their respective professionals. Each of the foregoing was represented by counsel of its choice who either participated in the formulation and documentation of, or was afforded the opportunity to review and provide comments on, this Plan, the Disclosure Statement, the Exhibits and the Plan Schedules, and the agreements and documents ancillary or related thereto. Accordingly, unless explicitly indicated otherwise, the general rule of contract construction known as “*contra proferentem*” or other rule of strict

construction shall not apply to the construction or interpretation of any provision of this Plan, the Disclosure Statement, the Exhibits or the Plan Schedules, or the documents ancillary and related thereto.

*Q. Entire Agreement*

Except as otherwise provided herein or therein, this Plan and the Restructuring Documents supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan and the Restructuring Documents.

*R. Closing of Chapter 11 Cases*

The Reorganized Debtors shall, promptly after the full administration and Consummation of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

*S. 2002 Notice Parties*

After the Effective Date, the Debtors and the Reorganized Debtors, as applicable, are authorized to limit the list of Persons and Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Persons and Entities who have Filed a renewed request after the Confirmation Hearing to receive documents pursuant to Bankruptcy Rule 2002.



Dated: December [•], 2020

Respectfully submitted,

SUPERIOR ENERGY SERVICES, INC. AND  
ITS AFFILIATE DEBTORS

By:           /s/ Draft

**Exhibit B**

**Form of Joinder**

## **JOINDER TO RESTRUCTURING SUPPORT AGREEMENT**

The undersigned hereby acknowledges that it has received and fully reviewed the Amended and Restated Restructuring Support Agreement (including the exhibits attached thereto, as the same may be amended, modified or supplemented from time to time in accordance with the terms thereof, the “**Agreement**”), dated as of December 4, 2020, by and among (i) Superior Energy Services, Inc. (“**Parent**”), (ii) each direct and indirect wholly-owned, domestic subsidiary of Parent party hereto (each an “**SPN Subsidiary**”, and together with Parent, the “**Company**”), and (iii) the Noteholders (as defined therein) party thereto (the “**Consenting Noteholders**”). The undersigned acknowledges and agrees, by its signature below, that it is bound by the terms and conditions of the Agreement and shall be deemed a “Consenting Noteholder” for all purposes under the terms of and pursuant to the Agreement as of the date hereof.

Date: [\_\_\_\_], 2020

[Name of Holder/Proposed Transferee]

By: \_\_\_\_\_

Name:

Title:

Principal Amount of 2021 Notes Claims as of the date hereof:

\$ \_\_\_\_\_

Principal Amount of 2024 Notes Claims as of the date hereof:

\$ \_\_\_\_\_

Address for Notice:

[\_\_\_\_\_]

[\_\_\_\_\_]

Attention: [\_\_\_\_\_]

Facsimile: [\_\_\_\_\_]

**Exhibit C**

Liquidation Analysis

## LIQUIDATION ANALYSIS

### INTRODUCTION

Often referred to as the “best interests of creditors” test, section 1129(a)(7) of the Bankruptcy Code<sup>1</sup> requires that a Bankruptcy Court find, as a condition to confirmation of a plan of reorganization, that each holder of a claim or interest in each impaired class either (i) has accepted the plan or (ii) will receive or retain under the plan property of a value, as of the effective date of the confirmed plan, that is not less than the amount such holder would receive if the debtor was liquidated under chapter 7 of the Bankruptcy Code.<sup>2</sup>

To conduct this Liquidation Analysis, the Debtors and their advisors have taken the following steps:

- i) estimated the cash proceeds that a chapter 7 trustee (a “**Trustee**”) would generate if each Debtor’s chapter 11 case was converted to a chapter 7 case on the Effective Date and the assets of such Debtor’s Estate were liquidated (the “**Liquidation Proceeds**”);
- ii) determined the distribution that each Holder of a Claim or Equity Interest would receive from the Liquidation Proceeds under the priority scheme set forth in chapter 7 (the “**Liquidation Distribution**”); and
- iii) compared each Holder’s Liquidation Distribution to the distribution such Holder would receive under the Debtors’ Plan if the Plan were confirmed and consummated.

This Liquidation Analysis represents an estimate of cash distributions and recovery percentages based on a hypothetical chapter 7 liquidation of the Debtors’ assets. It is, therefore, a hypothetical analysis based on certain assumptions discussed herein and in the Disclosure Statement. As such, asset values and claims discussed herein may differ materially from amounts referred to in the Plan and Disclosure Statement. This Liquidation Analysis should be read in conjunction with the assumptions, qualifications, and explanations set forth in the Disclosure Statement and the Plan in their entirety, as well as the notes and assumptions set forth below.

The determination of the costs of, and proceeds from, the hypothetical liquidation of the Debtors’ assets in a chapter 7 case involves the use of estimates and assumptions that, although considered reasonable by the Debtors based on their business judgment and input from their advisors, are subject to significant business, economic, and competitive uncertainties and contingencies beyond the control of the Debtors, their management and their advisors. This Liquidation Analysis was prepared for the sole purpose of generating a reasonable, good faith estimate of the proceeds that would be generated if the Debtors’ assets were liquidated in accordance with chapter 7 of the

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<sup>1</sup> Capitalized terms used but not defined herein have the meanings ascribed to them in the Disclosure Statement to which this Liquidation Analysis is attached Exhibit C or the Plan attached to the Disclosure Statement as Exhibit A, as applicable.

<sup>2</sup> Additional references to chapter 7 throughout this exhibit assumed to encompass similar insolvency proceedings in non-U.S. jurisdictions. Local / jurisdictional laws and/or rules governing liquidation priorities outside the United States are assumed to be generally consistent with those set forth in chapter 7 of the Bankruptcy Code. Any deviations of such laws and/or rules would not materially impact the conclusions of this analysis.

Bankruptcy Code. The Liquidation Analysis is not intended, and should not be used, for any other purpose.

All of the limitations and risk factors set forth in the Disclosure Statement are applicable to this Liquidation Analysis and are incorporated by reference herein. The underlying financial information in the Liquidation Analysis was prepared using policies that are generally consistent with those applied in historical financial statements but was not compiled or examined by independent accountants and was not prepared to comply with Generally Accepted Accounting Principles or SEC reporting requirements.

Based on this Liquidation Analysis, the Debtors, with the assistance of their advisors, believe the Plan satisfies the best interests test and that each Holder of an Impaired Claim or Equity Interest will receive value under the Plan on the Effective Date that is not less than the value such Holder would receive if the Debtors liquidated under chapter 7 of the Bankruptcy Code. The Debtors believe that this Liquidation Analysis and the conclusions set forth herein are fair and represent the Debtors' best judgment regarding the results of a hypothetical liquidation of the Debtors under chapter 7 of the Bankruptcy Code.

THE DEBTORS AND THEIR ADVISORS MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OF THE ESTIMATES CONTAINED HEREIN OR A CHAPTER 7 TRUSTEE'S ABILITY TO ACHIEVE FORECASTED RESULTS. IN THE EVENT THESE CHAPTER 11 CASES ARE CONVERTED TO A CHAPTER 7 LIQUIDATION, ACTUAL RESULTS COULD VARY FROM THE ESTIMATES SET FORTH IN THIS LIQUIDATION ANALYSIS.

#### **BASIS OF PRESENTATION**

The Liquidation Analysis has been prepared assuming that the Debtors' chapter 7 liquidation commences on or about January 31, 2021 (the "**Liquidation Date**"). The pro forma values referenced herein are projected as of the Liquidation Date and utilize the September 30, 2020 balance sheet and projected results of operations and cash flow over the period from September, 30 2020 to the assumed Liquidation Date (the "**Projection Period**"). The Debtors have assumed that the Liquidation Date is a reasonable proxy for the anticipated Effective Date. The Liquidation Analysis was prepared on a legal entity basis for each Debtor and non-Debtor and, for presentation purposes, summarized into a consolidated report. Additionally, a standalone liquidation analysis for Superior Energy Services, Inc. is presented herein.

In preparing the Liquidation Analysis, the Debtors estimated Allowed Claims based on a review of the Debtors' financial statements and projected results of operations and cash flow over the Projection Period to account for estimated liabilities, as necessary. The cessation of business in a liquidation is likely to trigger certain claims and funding requirements that would otherwise not exist under the Plan absent a liquidation. Such claims could include lease rejection damages claims, chapter 7 administrative expense claims, including wind down costs, trustee fees, and professional fees, among other claims. Some of these claims and funding obligations could be significant and would be entitled to administrative or priority status in payment from Liquidation Proceeds. The Debtors' estimates of Allowed Claims set forth in the Liquidation Analysis should not be relied on for the purpose of determining the value of any distribution to be made on account of Allowed Claims or Equity Interests under the Plan.

NOTHING CONTAINED IN THE LIQUIDATION ANALYSIS IS INTENDED TO BE, OR CONSTITUTES, A CONCESSION, ADMISSION, OR ALLOWANCE OF ANY CLAIM OR EQUITY INTEREST BY THE DEBTORS. THE ACTUAL AMOUNT OR PRIORITY OF ALLOWED CLAIMS AND EQUITY INTERESTS IN THE CHAPTER 11 CASES COULD MATERIALLY DIFFER FROM THE ESTIMATED AMOUNTS SET FORTH AND USED IN THE LIQUIDATION ANALYSIS. THE DEBTORS RESERVE ALL RIGHTS TO SUPPLEMENT, MODIFY, OR AMEND THE ANALYSIS SET FORTH HEREIN.

Chapter 7 administrative expense claims that arise in a liquidation scenario would be paid in full from the Liquidation Proceeds prior to proceeds being made available for distribution to holders of Allowed Claims. Under the “absolute priority rule,” no junior creditor may receive any distributions until all senior creditors are paid in full, and no equity holder may receive any distribution until all creditors are paid in full. The assumed distributions to creditors as reflected in the Liquidation Analysis are estimated in accordance with the absolute priority rule.

This Liquidation Analysis does not include any recoveries or related litigation costs resulting from any potential preference, fraudulent transfer, or other litigation or avoidance actions that may be available under the Bankruptcy Code because of the cost of such litigation, the uncertainty of the outcome, and potential disputes regarding these matters. In addition, the Liquidation Analysis assumes all customer contracts are terminated on the Liquidation Date. Claims in connection with the rejection of any Executory Contracts and Unexpired Leases have been estimated for purposes of this Liquidation Analysis, however, actual Claims in connection therewith could materially differ from estimates. The Liquidation Analysis does not estimate contingent, unliquidated claims at the Debtors. Finally, the Liquidation Analysis does not include estimates for the tax consequences that may be triggered upon the liquidation and sale of assets in the manner described above. Such tax consequences could be material.

### LIQUIDATION PROCESS

The Debtors’ liquidation would be conducted pursuant to chapter 7 of the Bankruptcy Code. The Debtors have assumed that their liquidation would occur over approximately four months (the “**Liquidation Period**”) during which time the Trustee would effectively monetize substantially all the assets on the consolidated balance sheet and administer and wind-down the Estates.<sup>3</sup>

As part of the Trustee’s liquidation process, the initial step would be to develop a liquidation plan designed to generate proceeds from the sale of assets that it would then distribute to creditors. This liquidation process would have three major components:

- i) Cash proceeds from asset sales (“**Gross Liquidation Proceeds**”);
- ii) Costs to liquidate the business and administer the Estates under chapter 7 (“**Liquidation Adjustments**”);
- iii) Remaining proceeds available for distribution to claimants (“**Net Liquidation Proceeds Available for Distribution**”).

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<sup>3</sup> Although the Liquidation Analysis assumes the liquidation process would occur over a four-month period, it is possible the disposition and recovery from certain assets could take shorter or longer to realize.



### i) Gross Liquidation Proceeds

The Gross Liquidation Proceeds reflect the total proceeds the Trustee would generate from a hypothetical chapter 7 liquidation. Under section 704 of the Bankruptcy Code, a Trustee must, among other duties, collect and convert property of the Estates as expeditiously as is compatible with the best interests of parties in interest, which could result in potentially distressed recoveries. This Liquidation Analysis assumes the Trustee will market the assets on an accelerated timeline and consummate the sale transactions within four months from the Liquidation Date. Asset values in the liquidation process will likely be materially reduced due to, among other things, (i) the accelerated time frame in which the assets are marketed and sold, (ii) negative vendor and customer reaction, and (iii) the generally forced nature of the sale.

### ii) The Liquidation Adjustments

The Liquidation Adjustments reflect the costs the Trustee would incur to monetize the assets and wind down the Estates in chapter 7 and include the following:

- Expenses necessary to efficiently and effectively monetize the assets (the “**Liquidation / Wind-down Costs**”);
- Chapter 7 professional fees (lawyers, financial advisors, and investment bankers to support the sale and transition of assets over the four-month liquidation period); and
- Chapter 7 Trustee fees.

### iii) Net Liquidation Proceeds Available for Distribution

The Net Liquidation Proceeds Available for Distribution reflect amounts available to Holders of Claims and Equity Interests after the Liquidation Adjustments are netted against the Gross Liquidation Proceeds. Under this analysis, the Liquidation Proceeds are distributed to Holders of Claims against, and Equity Interests in, the Debtors in accordance with the Bankruptcy Code’s priority scheme, and under the Plan, include the following:

- **DIP Superpriority Claims** – Claims attributed to the DIP Facility, including issued letters of credit as well as claims attributed to accrued and unpaid fees for the U.S. Trustee and Clerk of the Bankruptcy Court, and certain Professional Persons (as defined in the Interim DIP Order);
- **Secured Tax Claims** – Priority tax claims entitled to priority under section 507 of the Bankruptcy Code;
- **Other Priority/Secured Claims** – Claims arising from any Secured Claim other than an Administrative Claim, Secured Tax Claim, DIP Superpriority Claim, or Prepetition Credit Agreement Claim;
- **Prepetition Credit Agreement Claims** - Claims arising from, under or in connection with the Prepetition Credit Agreement;

- Administrative Claims – Claim for costs and expenses of administration incurred during the Chapter 11 Cases that are Allowed under sections 503(b), 507(a)(2), 507(b) or 1114(e)(2) of the Bankruptcy Code, including, without limitation, claims for post-petition accounts payable, post-petition accrued expenses, post-petition accrued payroll and benefits, and asset retirement obligation claims;
- Prepetition Notes Claims Against Parent – Claims against Parent arising from, under, or in connection with the Prepetition Notes, the Prepetition Notes Indentures, or any other related document or agreement. Notably, the Prepetition Notes Claims Against Parent are *pari passu* with the other unsecured claims, but maintain structural priority over any other unsecured claims to the extent such claims only maintain a claim against a single Debtor (particularly General Unsecured Claims Against Parent);
- General Unsecured Claims Against Parent – Claims arising from non-priority claims, including certain pre-petition liabilities not subject to first-day relief, specifically, pre-petition lease rejection damages claims and Performance Guarantee Claims, excluding the Prepetition Notes Claim Against Parent;
- Prepetition Notes Claims Against Affiliate Debtors – Claims against any Affiliate Debtor arising from, under, or in connection with the Prepetition Notes, the Prepetition Notes Indentures, or any other related document or agreement. Notably, the Prepetition Notes Claims Against Affiliate Debtors are *pari passu* with the other unsecured claims, but maintain structural priority over any other unsecured claims to the extent such claims only maintain a claim against a single Debtor (particularly General Unsecured Claims Against Affiliate Debtors);
- General Unsecured Claims Against Affiliate Debtors – Claims arising from non-priority claims, including certain pre-petition liabilities not subject to first-day relief, claims attributed to the non-qualified deferred compensation plan, pre-petition lease rejection damages claims, trade claims, and various other unsecured liabilities, excluding the Prepetition Notes Claims Against Affiliate Debtors;
- Intercompany Claims – Claims arising from amounts the Debtors owe to other Debtors and/or non-Debtor Affiliates; and
- Equity Interests – Claims arising from Equity Interests in the Debtors.

## CONCLUSION

The Debtors have determined, as summarized in the table below, on the Effective Date, that the Plan will provide all Holders of Allowed Claims and Equity Interests with a recovery that is not less than what they would otherwise receive pursuant to a liquidation of the Debtors' assets under chapter 7 of the Bankruptcy Code. Accordingly, the Plan satisfies the requirement of 1129(a)(7) of the Bankruptcy Code.

### Affiliate Debtors - Consolidated Recovery Summary

	Plan Recoveries			Chapter 7 Liquidation Recoveries (1)		
	Low	Mid	High	Low	Mid	High
<b>Summary of Recovery (%)</b>						
DIP Superpriority Claims <sup>(2)</sup>	100%	100%	100%	100%	100%	100%
Secured Tax Claims	100%	100%	100%	100%	100%	100%
Other Priority/Secured Claims	NA	NA	NA	NA	NA	NA
Prepetition Credit Agreement Claims	NA	NA	NA	NA	NA	NA
Administrative Claims	100%	100%	100%	52%	56%	58%
Prepetition Notes Claims Against Affiliate Debtors	63%	69%	76%	16%	19%	22%
General Unsecured Claims Against Affiliate Debtors	100%	100%	100%	2%	3%	3%
Intercompany Claims	NA	NA	NA	NA	NA	NA
Equity Interests	0%	0%	0%	0%	0%	0%

(1) This Liquidation Analysis was prepared on a legal entity basis for each Affiliate Debtor and, for presentation purposes, summarized into a consolidated report. This entity-by-entity analysis is the reason, for example, why General Unsecured Claims Against Affiliate Debtors receive any recovery in a chapter 7 when neither Secured Tax Claims or Prepetition Notes Claims Against Affiliate Debtors get paid in full.

(2) DIP Superpriority Claims fully recoverable, assuming a 1% or \$426 thousand recovery at Superior Energy Services, Inc. See below table.

### Superior Energy Services Inc. Recovery Summary

	Plan Recoveries			Chapter 7 Liquidation Recoveries		
	Low	Mid	High	Low	Mid	High
<b>Summary of Recovery (%)</b>						
DIP Superpriority Claims	100%	100%	100%	1%	1%	1%
Secured Tax Claims	100%	100%	100%	0%	0%	0%
Other Priority/Secured Claims	NA	NA	NA	NA	NA	NA
Prepetition Credit Agreement Claims	NA	NA	NA	NA	NA	NA
Administrative Claims	NA	NA	NA	NA	NA	NA
Prepetition Notes Claims Against Parent	63%	69%	76%	0%	0%	0%
General Unsecured Claims Against Parent	\$125,000	\$125,000	\$125,000	0%	0%	0%
Intercompany Claims	NA	NA	NA	NA	NA	NA
Equity Interests	0%	0%	0%	0%	0%	0%

The Liquidation Analysis should be reviewed with the accompanying “Specific Notes to the Liquidation Analysis” set forth on the following pages. The below tables reflect the consolidation of the standalone liquidation analyses for each Affiliate Debtor.

### Affiliate Debtors

(\$ in Millions)

					Potential Recovery					
					Recovery Estimate %			Recovery Estimate \$		
		9/30/20 Net	Adjustments /	1/31/21						
Assets	Notes	Book Value	Activity	Pro Forma Value	Low	Midpoint	High	Low	Midpoint	High
<b>Gross Liquidation Proceeds:</b>										
Restricted Cash	[A]	80.1	(27.7)	52.4	0%	0%	0%	-	-	-
Cash	[A]	147.2	(54.9)	92.3	100%	100%	100%	92.3	92.3	92.3
Accounts Receivable	[B]	119.0	(13.5)	105.5	63%	68%	74%	66.5	72.2	78.0
Inventory	[C]	72.6	-	72.6	16%	16%	16%	11.7	11.7	11.7
Land, Buildings, & Oil and gas Properties	[D]	234.5	-	234.5	19%	28%	38%	44.0	66.0	88.0
Machinery & Equipment	[E]	262.4	-	262.4	46%	46%	46%	120.2	120.2	120.2
Other Assets	[F]	185.5	-	185.5	8%	8%	8%	14.3	14.3	14.3
<b>Total Assets</b>		<b>1,101.2</b>	<b>(96.2)</b>	<b>1,005.0</b>	<b>35%</b>	<b>37%</b>	<b>40%</b>	<b>348.9</b>	<b>376.7</b>	<b>404.4</b>
					<b>Rates</b>					
					<b>Low</b>	<b>Midpoint</b>	<b>High</b>			
Liquidation / Wind-down Costs	[G]							(26.0)	(19.1)	(15.5)
Ch. 7 Professional Fees	[H]				3.0%	2.5%	2.0%	(10.5)	(9.4)	(8.1)
Ch. 7 Trustee Fees	[I]							(8.1)	(8.9)	(9.7)
Total Liquidation Adjustments								(44.5)	(37.4)	(33.3)
<b>Net Liquidation Proceeds from External Assets</b>		<b>1,101.2</b>	<b>(96.2)</b>	<b>1,005.0</b>	<b>30%</b>	<b>34%</b>	<b>37%</b>	<b>304.4</b>	<b>339.3</b>	<b>371.1</b>
<b>Value Redistribution:</b>										
Intercompany Receivables	[J]	1,060.7	-	1,060.7	4%	4%	4%	39.2	44.6	46.1
Investment in Affiliates/Subsidiaries	[K]	3,909.0	-	3,909.0	2%	2%	2%	61.0	67.4	78.1
<b>Total Value Redistribution</b>		<b>4,969.7</b>	<b>-</b>	<b>4,969.7</b>				<b>100.2</b>	<b>112.0</b>	<b>124.2</b>
<b>Net Liquidation Proceeds Available for Distribution</b>		<b>6,070.9</b>	<b>(96.2)</b>	<b>5,974.8</b>	<b>7%</b>	<b>8%</b>	<b>8%</b>	<b>404.6</b>	<b>451.3</b>	<b>495.3</b>

(\$ in Millions)

(\$ in Millions)		Claims			% Recovery			\$ Recovery		
		Low	Midpoint	High	Low	Midpoint	High	Low	Midpoint	High
Net Liquidation Proceeds Available for Distribution to Creditors								404.6	451.3	495.3
DIP Superpriority Claims	[L]	61.7	61.7	61.7	99%	99%	99%	61.3	61.3	61.3
Less: Total DIP Super Priority Claims		61.7	61.7	61.7	99%	99%	99%	61.3	61.3	61.3
Remaining Amount Available for Distribution								343.3	390.0	434.0
Secured Tax Claims		22.9	22.9	22.9	100%	100%	100%	22.9	22.9	22.9
Less: Total Secured Tax Claims		22.9	22.9	22.9	100%	100%	100%	22.9	22.9	22.9
Remaining Amount Available for Distribution								320.4	367.1	411.1
Other Priority/Secured Claims		-	-	-	0%	0%	0%	-	-	-
Less: Total Other Priority/Secured Claims		-	-	-	0%	0%	0%	-	-	-
Remaining Amount Available for Distribution								320.4	367.1	411.1
Prepetition Credit Agreement Claims		-	-	-	0%	0%	0%	-	-	-
Less: Total Prepetition Credit Agreement Claims		-	-	-	0%	0%	0%	-	-	-
Remaining Amount Available for Distribution								320.4	367.1	411.1
Administrative Claims		203.0	203.0	203.0	52%	56%	58%	106.4	114.6	117.6
Less: Total Administrative Claims		203.0	203.0	203.0	52%	56%	58%	106.4	114.6	117.6
Remaining Amount Available for Distribution								214.0	252.5	293.6
Prepetition Notes Claims Against Affiliate Debtors		1,335.8	1,335.8	1,335.8	16%	19%	22%	212.8	251.2	291.9
Less: Total Prepetition Notes Claims Against Affiliate Debtors		1,335.8	1,335.8	1,335.8	16%	19%	22%	212.8	251.2	291.9
Remaining Amount Available for Distribution								1.2	1.4	1.6
General Unsecured Claims Against Affiliate Debtors		53.3	53.3	53.3	2%	3%	3%	1.2	1.4	1.6
Less: Total General Unsecured Claims Against Affiliate Debtors		53.3	53.3	53.3	2%	3%	3%	1.2	1.4	1.6
Remaining Amount Available for Distribution								-	-	-
Intercompany Payables		1,003.6	1,003.6	1,003.6	0%	0%	0%	-	-	-
Less: Total Intercompany Claims		1,003.6	1,003.6	1,003.6	0%	0%	0%	-	-	-
Remaining Amount Available for Distribution								-	-	-
Equity Interests	[T]	-	-	-	0%	0%	0%	-	-	-

## SPECIFIC NOTES TO THE LIQUIDATION ANALYSIS

### Gross Liquidation Proceeds from External Assets

The below table summarizes asset recoverability percentages for the Debtors' assets. Net Liquidation Proceeds Available for Distribution on the sale of non-debtor assets are recovered by the Debtors via settlement of intercompany receivables and/or equity distributions factoring the priority of claims that reside at each non-debtor (reference Value Redistribution section below).

Note	Asset Type / Assumptions	Debtors' Recovery
A	Unrestricted cash consists of all cash and liquid investments, if applicable, and restricted cash consists of cash deposits made to third parties, cash collateral for the plugging and abandonment (" <b>P&amp;A</b> ") liabilities, and cash collateral to the Prepetition Credit Agreement Lenders. The Liquidation Analysis assumes the cash deposits and P&A cash collateral are drawn on the Liquidation Date and are not recoverable, as they are applied as a reduction of their respective liabilities.	Unrestricted Cash 100%  Restricted Cash 0%
B	Accounts receivable consists of trade amounts owed for services provided to customers. The balance has been adjusted for receivables that are considered uncollectable (based on the aging of such receivables). The recovery rates reflect the assumption that customer contracts would terminate at the Liquidation Date and customers would offset the costs associated with switching to a new provider against amounts owed. The interruption of business caused by the liquidation could further impact the ability of the Trustee to collect these amounts.	68%
C	Inventory consists of a wide variety of raw materials as well as parts and components made by other manufacturers and suppliers used as part of manufacturing operations. Additionally, inventory includes items that are sold to outside customers, or used as spares, consumables, or replacement parts to support oilfield services provided to customers on a contract service or rental basis. Associated spare parts are assumed to be liquidated with assumed <i>de minimis</i> recoveries.	16%
D	Land, buildings, and oil and gas properties includes owned real estate, real estate acquisition costs, leasehold improvements and one oil and gas property owned by the Debtors.	28%

Note	Asset Type / Assumptions	Debtors' Recovery
E	Machinery & Equipment (“ <b>M&amp;E</b> ”) includes drilling tools, manufacturing equipment, service equipment and rental equipment used in providing services across the Debtors’ primary offerings, including: production, completions, drilling and evaluation, well construction, etc. Additionally, M&E includes domestic and international miscellaneous assets (vehicles, FF&E, etc.).	46%
F	Other assets consist of prepaid insurance, rent, taxes and other miscellaneous prepaid items; supplier, customer and other miscellaneous deposits; deferred compensation plan assets; and intangibles. Deferred compensation plan assets are assumed to be converted into unrestricted cash upon conversion to a chapter 7, and will be fully recoverable.	8%

### Liquidation Adjustments

#### G. Liquidation / Wind Down Costs

The wind down costs includes the expenses the Trustee will incur to efficiently and effectively monetize the assets over the Liquidation Period. These expenses relate to labor, building rent, facilities expenses, transportation expense, insurance, health and safety expenses, and taxes, as well as direct costs of selling the assets such as marshalling, marketing, and direct labor. The Liquidation Analysis assumes total liquidation and wind down costs in a range of approximately \$15.5 to \$26.0 million for the Affiliate Debtors over the Liquidation Period.

#### H. Chapter 7 Professional Fees

The chapter 7 professional fees include estimates for certain professionals that will provide assistance and services to the Trustee during the Liquidation Period. The Liquidation Analysis assumes the Trustee will retain lawyers, financial advisors, and investment bankers to assist in the liquidation. These advisors will assist in marketing the Debtors’ assets, litigating claims and resolving tax litigation matters, and resolving other matters relating to the wind down of the Debtors’ Estates. The Liquidation Analysis estimates Professional Fees at a range of 2% to 3% of Gross Liquidation Proceeds, which equals approximately \$8.1 and \$10.5 million, respectively, for the Affiliate Debtors.

#### I. Trustee Fees

Section 326(a) of the Bankruptcy Code provides that Trustee Fees may not exceed 3% of distributable proceeds *in excess* of \$1 million. The Liquidation Analysis assumes the Trustee Fees would be approximately 3% of Gross Liquidation Proceeds from external assets, which equals approximately \$8.1 to \$9.7 million, respectively.



### **Value Redistribution**

For purposes of determining the recoverability of (i) intercompany receivables owed to the Debtors from non-Debtor Affiliates and (ii) the Debtors' Equity Interests in non-Debtor Affiliate subsidiaries, individual liquidation analyses were performed on each Debtor and non-Debtor Affiliate on a standalone basis. The recoverability of the Debtors' intercompany receivables and investments in subsidiaries was calculated prior to determining the net proceeds available for distribution to the Debtors' claimants.

#### **J. Intercompany Receivables**

Historically, the Debtors and their Affiliate subsidiaries created intercompany receivables and payables as a result of various transactions related to intercompany trade debt, overhead and expense allocations, and other intercompany charges. In addition, there are several entities that act as cash poolers for the organization. The recoverability of intercompany receivables owed to the Affiliate Debtors is assumed to be approximately 4%, or \$44.6 million.

#### **K. Investments in Affiliates /Subsidiaries**

The Debtors' investments in Affiliates /subsidiaries include the Debtors' Equity Interests in Debtor and non-Debtor Affiliates. The recoverability of the investments in Affiliates /subsidiaries owed to the Affiliate Debtors is assumed to be approximately 2% or \$67.4 million.

### **Net Liquidation Proceeds Available for Distribution**

Based on the Liquidation Analysis, the Net Liquidation Proceeds Available for Distribution to the Affiliate Debtors' Holders of Claims and Equity Interests range from approximately \$404.6 million to \$495.3 million.

### **Claims**

#### **L. DIP Superpriority Claims**

The Bankruptcy Code grants superpriority administrative expense claim status to claims made pursuant to the Debtors' DIP Agreement. Also, the Interim DIP Order grants superpriority status to Allowed Professional Fees (as defined in the Interim DIP Order) earned, accrued or incurred by Professional Persons at any time before or on the first business day following delivery of the Carve-Out Trigger Notice (as defined in the Interim DIP Order). The Liquidation Analysis assumes DIP Superpriority Claims of approximately \$61.7 million at the Liquidation Date. The Liquidation Analysis assumes the Liquidation Proceeds would be sufficient to satisfy 100% of the DIP Superpriority Claims.

M. Secured Tax Claims

Secured Tax Claims consist of accrued and unpaid income, sales and use, franchise, property, VAT and other taxes owed at the Debtors and non-debtors. The Liquidation Analysis assumes approximately \$22.9 million in Secured Tax Claims at the Liquidation Date. The Liquidation Analysis assumes the Liquidation Proceeds would be sufficient to satisfy approximately 100% of the Secured Tax Claims.

N. Other Priority/Secured Claims

The Liquidation Analysis assumes there will be no Other Priority/Secured Claims at the Debtors as of the Liquidation Date.

O. Prepetition Credit Agreement Claims

The Liquidation Analysis assumes there will be no Prepetition Credit Agreement Claims at the Debtors as of the Liquidation Date.

P. Administrative Claims

Administrative Claims consist of estimated post-petition accounts payable, and post-petition accrued expenses attributable to operating costs for labor, and other costs relating to transportation, facilities, machining, rental tools, repairs and maintenance, insurance, health and safety, capital expenditures, other operating expenditures, and other administrative and professional services. Additionally, Administrative Expense include claims arising for post-petition accrued employee payroll and benefits and P&A costs. The Liquidation Analysis assumes approximately \$203.0 million in Administrative Claims at the Liquidation Date. The Liquidation Analysis further assumes the Liquidation Proceeds would be sufficient to satisfy approximately 56% of the Administrative Claims.

Q. Prepetition Notes Claims Against Affiliate Debtors

Claims at any Affiliate Debtor arising from, under, or in connection with the Prepetition Notes, the Prepetition Notes Indentures, or any other related document or agreement, including any accrued and unpaid principal, interest and fees through December 6, 2020. The Liquidation Analysis assumes approximately \$1,335.8 million in Prepetition Notes Claims Against Affiliate Debtors at the Liquidation Date. Notes recovery amounts may vary from other unsecured claim recovery due to the liquidation being performed on a legal entity basis and the location of each claim. The Liquidation Analysis further assumes the Liquidation Proceeds would be sufficient to satisfy approximately 19% of the Prepetition Notes Claims Against Affiliate Debtors.

R. General Unsecured Claims Against Affiliate Debtors

General Unsecured Claims Against Affiliate Debtors consist certain general unsecured prepetition liabilities not subject to first-day relief, claims attributed to the non-qualified deferred compensation plan, pre-petition lease rejection claims, and various other unsecured liabilities, excluding the Notes. The actual amount of General Unsecured Claims Against Affiliate Debtors could vary materially from these estimates. No order has been entered by the Bankruptcy Court estimating or otherwise fixing the amount of General Unsecured Claims Against Affiliate Debtors

at the Debtors. The Liquidation Analysis assumes approximately \$53.3 million in General Unsecured Claims Against Affiliate Debtors at the Liquidation Date. The Liquidation Analysis further assumes the Liquidation Proceeds would be sufficient to satisfy approximately 3% of the General Unsecured Claims Against Affiliate Debtors.

S. Intercompany Claims

Intercompany Claims consist of amounts owed by and between the Debtors and/or non-Debtor Affiliates for pre-petition intercompany activity. The Liquidation Analysis further assumes there would be no recovery on these Claims. See Value Redistribution section above for further detail on recoverability of amounts owed by the non-debtors to the Debtors.

T. Equity Interests

Equity Interests consist of common Equity Interests in the Debtors. The Liquidation Analysis assumes there would be no recovery on these Equity Interests.

## STANDALONE LIQUIDATION ANALYSIS OF SUPERIOR ENERGY SERVICES, INC.

The below tables reflects the standalone liquidation analysis of Superior Energy Services, Inc.

**Superior Energy Services, Inc**

(\$ in Millions)

Assets	9/30/20 Net Book Value	Adjustments / Activity	1/31/21 Pro Forma Value	Potential Recovery					
				Recovery Estimate %			Recovery Estimate \$		
				Low	Midpoint	High	Low	Midpoint	High
<b>Gross Liquidation Proceeds:</b>									
Restricted Cash	-	-	-	0%	0%	0%	-	-	-
Cash	1.9	(1.4)	0.5	100%	100%	100%	0.5	0.5	0.5
Accounts Receivable	-	-	-	0%	0%	0%	-	-	-
Inventory	-	-	-	0%	0%	0%	-	-	-
Land, Buildings, & Oil and gas properties	-	-	-	0%	0%	0%	-	-	-
Machinery & Equipment	-	-	-	0%	0%	0%	-	-	-
Other Assets	-	-	-	0%	0%	0%	-	-	-
<b>Total Assets</b>	<b>1.9</b>	<b>(1.4)</b>	<b>0.5</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>0.5</b>	<b>0.5</b>	<b>0.5</b>
<b>Less: Liquidation Adjustments</b>				<b>Rates</b>					
				<b>Low</b>	<b>Midpoint</b>	<b>High</b>			
Liquidation / Wind-down Costs							(0.0)	(0.0)	-
Ch. 7 Professional Fees				3.0%	2.5%	2.0%	(0.0)	(0.0)	(0.0)
Ch. 7 Trustee Fees							(0.0)	(0.0)	(0.0)
Total Liquidation Adjustments							(0.0)	(0.0)	(0.0)
<b>Net Liquidation Proceeds from External Assets</b>	<b>1.9</b>	<b>(1.4)</b>	<b>0.5</b>	<b>94%</b>	<b>96%</b>	<b>98%</b>	<b>0.4</b>	<b>0.4</b>	<b>0.4</b>
<b>Value Redistribution:</b>									
Intercompany Receivables	-	-	-	0%	0%	0%	-	-	-
Investment in Affiliates/Subsidiaries	124.3	-	124.3	0%	0%	0%	-	-	-
<b>Total Value Redistribution</b>	<b>124.3</b>	<b>-</b>	<b>124.3</b>				<b>-</b>	<b>-</b>	<b>-</b>
<b>Net Liquidation Proceeds Available for Distribution</b>	<b>126.1</b>	<b>(1.4)</b>	<b>124.7</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0.4</b>	<b>0.4</b>	<b>0.4</b>

(\$ in Millions)

	Claims			% Recovery			\$ Recovery		
	Low	Midpoint	High	Low	Midpoint	High	Low	Midpoint	High
<b>Net Liquidation Proceeds Available for Distribution to Creditors</b>							0.4	0.4	0.4
DIP Superpriority Claims <sup>(1)</sup>	61.7	61.7	61.7	1%	1%	1%	0.4	0.4	0.4
<b>Less: Super Priority Claims</b>	<b>61.7</b>	<b>61.7</b>	<b>61.7</b>	<b>1%</b>	<b>1%</b>	<b>1%</b>	<b>0.4</b>	<b>0.4</b>	<b>0.4</b>
Remaining Amount Available for Distribution							-	-	-
Secured Tax Claims	0.6	0.6	0.6	0%	0%	0%	-	-	-
<b>Less: Total Secured Tax Claims</b>	<b>0.6</b>	<b>0.6</b>	<b>0.6</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>-</b>	<b>-</b>	<b>-</b>
Remaining Amount Available for Distribution							-	-	-
Other Priority/Secured Claims	-	-	-	0%	0%	0%	-	-	-
<b>Less: Total Other Priority/Secured Claims</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>-</b>	<b>-</b>	<b>-</b>
Remaining Amount Available for Distribution							-	-	-
Prepetition Credit Agreement Claims	-	-	-	0%	0%	0%	-	-	-
<b>Less: Total Prepetition Credit Agreement Claims</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>-</b>	<b>-</b>	<b>-</b>
Remaining Amount Available for Distribution							-	-	-
Administrative Claims	-	-	-	0%	0%	0%	-	-	-
<b>Less: Total Chapter 11 Administrative Claims</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>-</b>	<b>-</b>	<b>-</b>
Remaining Amount Available for Distribution							-	-	-
Prepetition Notes Claims Against Parent	1,335.8	1,335.8	1,335.8	0%	0%	0%	-	-	-
<b>Less: Total Prepetition Notes Claims Against Parent</b>	<b>1,335.8</b>	<b>1,335.8</b>	<b>1,335.8</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>-</b>	<b>-</b>	<b>-</b>
Remaining Amount Available for Distribution							-	-	-
Performance Guarantee Claims	Undetermined			0%	0%	0%	-	-	-
Other General Unsecured Claims	0.1	0.1	0.1	0%	0%	0%	-	-	-
<b>Less: Total Other General Unsecured Claims</b>	<b>0.1</b>	<b>0.1</b>	<b>0.1</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>-</b>	<b>-</b>	<b>-</b>
Remaining Amount Available for Distribution							-	-	-
Intercompany Payables	-	-	-	0%	0%	0%	-	-	-
<b>Less: Total Intercompany Claims</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>-</b>	<b>-</b>	<b>-</b>
Remaining Amount Available for Distribution							-	-	-
Equity Interests	-	-	-	0%	0%	0%	-	-	-

(1) Superior Energy Services, Inc. is party to approximately \$22.7 million of letters of credit, which the Liquidation Analysis assumes would be drawn in a chapter 7 liquidation.

**Exhibit D**

Financial Projections

### **Financial Projections**

The Debtors believe that the Plan<sup>1</sup> meets the feasibility requirement set forth in section 1129(a)(11) of the Bankruptcy Code, as confirmation is not likely to be followed by liquidation or the need for further financial reorganization of the Debtors or any successor under the Plan. In connection with the planning and development of a plan of reorganization and for the purposes of determining whether such plan would satisfy this feasibility standard, the Debtors analyzed their ability to satisfy their financial obligations while maintaining sufficient liquidity and capital resources.

The Debtors do not, as a matter of course, publish their business plans or strategies, projections or anticipated financial position. Accordingly, the Debtors do not anticipate that they will, and disclaim any obligation to, furnish updated business plans or the Financial Projections to holders of Claims, Equity Interests or other parties in interest going forward, or to include such information in documents required to be filed with the SEC, if any, or otherwise make such information public, unless required to do so by the SEC or other regulatory bodies pursuant to the provisions of the Plan.

In connection with the Disclosure Statement, the Debtors' management team ("**Management**") prepared the Financial Projections for February through December in the year 2021 and the years 2022 through 2023 (the "**Projection Period**"). The Financial Projections were prepared by Management and are based on several assumptions made by Management with respect to the future performance of the Reorganized Debtors' operations.

The Debtors have prepared the Financial Projections based on information available to them, including information derived from public sources that have not been independently verified. No representation or warranty, expressed or implied, is provided in relation to fairness, accuracy, correctness, completeness, or reliability of the information, opinions, or conclusions expressed herein.

THESE FINANCIAL PROJECTIONS WERE NOT PREPARED WITH A VIEW TOWARD COMPLIANCE WITH PUBLISHED GUIDELINES OF THE SEC OR GUIDELINES ESTABLISHED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS FOR PREPARATION AND PRESENTATION OF PROSPECTIVE FINANCIAL INFORMATION.

ALTHOUGH MANAGEMENT HAS PREPARED THE FINANCIAL PROJECTIONS IN GOOD FAITH AND BELIEVES THE ASSUMPTIONS TO BE REASONABLE, IT IS IMPORTANT TO NOTE THAT NEITHER THE DEBTORS NOR THE REORGANIZED DEBTORS CAN PROVIDE ANY ASSURANCE THAT SUCH ASSUMPTIONS WILL BE REALIZED. AS DESCRIBED IN DETAIL IN THE DISCLOSURE STATEMENT, A VARIETY OF RISK FACTORS COULD AFFECT THE REORGANIZED DEBTORS' FINANCIAL RESULTS AND MUST BE CONSIDERED. ACCORDINGLY, THE

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<sup>1</sup> Capitalized terms used but not defined herein have the meanings ascribed to them in the Disclosure Statement, to which these Financial Projections are attached as Exhibit D or the Plan attached to the Disclosure Statement as Exhibit A.



FINANCIAL PROJECTIONS SHOULD BE REVIEWED IN CONJUNCTION WITH A REVIEW OF THE DISCLOSURE STATEMENT AND THE ASSUMPTIONS DESCRIBED HEREIN, INCLUDING ALL RELEVANT QUALIFICATIONS AND FOOTNOTES.

The Financial Projections contain certain forward-looking statements, all of which are based on various estimates and assumptions. Such forward looking statements are subject to inherent uncertainties and to a wide variety of significant business, economic, and competitive risks, including those summarized herein. When used in the Financial Projections, the words, “anticipate,” “believe,” “estimate,” “will,” “may,” “intend,” “expect,” and similar expressions should be generally identified as forward-looking statements. Although the Debtors believe that their plans, intentions, and expectations reflected in the forward-looking statements are reasonable, they cannot be sure that they will be achieved. These statements are only predictions and are not guarantees of future performance or results. Forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated by a forward-looking statement. All forward-looking statements attributable to the Debtors or Persons or Entities acting on their behalf are expressly qualified in their entirety by the cautionary statements set forth herein. Forward-looking statements speak only as of the date on which they are made. Except as required by law, the Debtors expressly disclaim any obligation to update any forward-looking statement, whether because of new information, future events, or otherwise.

The financial projections should be read in conjunction with the assumptions, qualifications, and explanations set forth in the Disclosure Statement and the Plan in their entirety as well as the notes and assumptions set forth below.

The Financial Projections are subject to inherent risks and uncertainties, most of which are difficult to predict and many of which are beyond Management’s control. Although Management believes these assumptions are reasonable under the circumstances, such assumptions are subject to significant uncertainties, including, but not limited to, (a) changes in capital spending on oilfield services in various end markets; (b) oil, natural gas, and other commodity pricing; (c) applicable laws and regulations; (d) interest rates and inflation; (e) business combinations among the Debtors’ competitors, suppliers and customers; (f) severe or unseasonable weather; and (g) availability and cost of steel, fuel and other raw materials. Additional information regarding these uncertainties are described in Article V of the Disclosure Statement. Should one or more of the risks or uncertainties referenced in the Disclosure Statement occur, or should underlying assumptions prove incorrect, actual results and plans could differ materially from those expressed in the Financial Projections. Further, new factors could cause actual results to differ materially from those described in the Financial Projections, and it is not possible to predict all such factors, or to the extent to which any such factor or combination of factors may cause actual results to differ from those contained in the Financial Projections. The Financial Projections herein are not, and must not be viewed as, a representation of fact, prediction or guaranty of the reorganized Debtors’ future performance.

## 1) General Assumptions

The Debtors and their indirect subsidiaries are oilfield services providers serving the drilling, completion, and production-related needs of oil and gas companies through a diversified portfolio of specialized oilfield services and equipment that are used throughout the economic life cycle of oil and gas wells. In particular, the Debtors manufacture, rent, and sell specialized equipment and tools for use with well drilling, completion, production, and workover activities, and offer fluid handling and well servicing rigs. The Debtors also provide coiled tubing services, electric line, slickline, and pressure control tools and services, as well as snubbing and hydraulic workover.

### A. Accounting Policies

The Financial Projections have been prepared using accounting policies that are materially consistent with those applied in the Company's historical financial statements. The Financial Projections do not reflect the formal implementation of reorganization accounting pursuant to FASB Accounting Standards Codification Topic 852, *Reorganizations* ("**ASC 852**"). Overall, the implementation of ASC 852 is not anticipated to have a material impact on the underlying economics of the Plan.

### B. Methodology

In developing the Financial Projections, Management reviewed current utilization and pricing of products and services by region and segment. Management evaluates customer activity in relevant markets and their capital spending outlook to assess revenue opportunities both from a call out work perspective and whether existing contracts are likely to be renewed. Depending on the service line, customer and location, contracts vary in their terms and provisions and many of the products and services in the onshore market are executed as call out work with limited or no longer term contract coverage.

### C. Market Forecast

The Financial Projections were prepared based on the level of spending in the energy industry, which is heavily influenced by the current and expected future prices of oil and natural gas. Changes in expenditures result in an increased or decreased demand for products and services. Rig activity is an indicator of the level of spending for the exploration and production of oil and natural gas reserves.

### D. Plan Consummation

The Financial Projections assume that the Plan will be consummated on or around January 31, 2021.

## 2) Assumptions with Respect to the Financial Projections

### A. Overview

The emergence liquidity was prepared utilizing the September 30, 2020 balance sheet and projected results of operations and cash flows over the period to the assumed emergence date of January 31, 2021.

### B. Working Capital

Working capital assumptions are based on movements in accounts receivable, accounts payable, and other accrued current assets and liabilities. Projected balances are based on the historical cash conversion cycle of the Company's specific business units. Prospective working capital assumptions were supplemented by Management as deemed appropriate.

### C. Capital Structure

The reorganized Company's estimated post-emergence capital structure is assumed to be effective beginning February 1, 2021 or shortly thereafter. The Financial Projections assume the following key assumptions at emergence:

- A first lien secured Exit ABL Facility maturing 2024, with \$120 million in commitments. The Exit ABL Facility will be subject to a borrowing base, and availability thereunder will be (a) the lesser of (i) the commitments and (ii) the borrowing base, less (b) the amount of loans and letters of credit outstanding thereunder. The Exit ABL Facility is assumed to have no loans drawn as of the effective date and to have certain letters of credit outstanding under the LC sub-facility, reducing the Company's availability by the total letter of credit exposure as of the Effective Date. As of the Effective Date, the Exit ABL Facility is expected to have a borrowing base of approximately \$86 million (excluding Eligible Cash as defined in the DIP Credit Agreement) which is expected to be \$84 million as of December 31, 2022. Loans under the Exit ABL Facility will bear cash interest at an annual rate of LIBOR plus 300 to 350 basis points, an unused commitment fee of 50 basis points, and fees on outstanding letters of credit at an annual rate of 300 to 350 basis points.

## 3) Assumptions with Respect to the Projected Income Statement

### A. Revenue

The Financial Projections include revenue generated from products and services. Higher or lower activity and productivity related to the changes in the rig count, well completion activity, well workover activity and the corresponding utilization and pricing for the Company's equipment are major factors in revenue generation.

### B. Operating Expenses

Operating expenses ("OpEx") are based on the Company's ability to manage the workforce, supply chain and business processes, information technology systems and

technological innovation and commercialization, including the impact of restructuring, and business enhancements. OpEx is projected based on historical operating costs and expected utilization of products and services.

### **C. General and Administrative Expenses**

General and administrative costs (“**G&A**”) are primarily comprised of labor costs, legal expenses, and other expenses associated with field and corporate overhead. Projected G&A is based primarily on historical G&A costs. G&A for the eleven month period from the Effective Date through December 2021 is projected to be approximately \$169 million increasing to \$188 million in 2022 and \$195 million in 2023 (4% increase).

### **D. Depreciation and Amortization**

Depreciation and amortization reflects the anticipated book expenses based on the carrying asset values.

### **E. Interest Expense**

Post-emergence interest expense is forecasted based on the Company’s pro forma capital structure as more fully described in the Capital Structure section included herein and the Plan and the exhibits thereto.

### **F. Cash Taxes**

Cash taxes are forecasted based on the projected earnings and tax rates by jurisdiction where the Company’s earnings are generated.

### **G. Capital Expenditures**

Forecasted capital expenditures were prepared with consideration for the needs of the Company’s fixed assets. Capital expenditures primarily relate to maintaining and continuing to invest in the Company’s worldwide drill pipe and rental equipment inventory, sustaining its other service asset fleets in proper working condition. Capital expenditures also include capitalized corporate expenditures, such as expenditures required to maintain the Company’s information technology equipment and software.

	2021				2021	2022	2023
	Q1F <sup>1</sup>	Q2F	Q3F	Q4F	11MF	FYF	FYF
Revenue	\$ 113.7	\$ 178.5	\$ 205.6	\$ 225.7	\$ 723.6	\$ 957.5	\$ 1,141.6
(-) COGS	(75.8)	(117.8)	(130.8)	(140.4)	(464.8)	(606.8)	(719.2)
<b>Gross Margin</b>	<b>\$ 37.9</b>	<b>\$ 60.7</b>	<b>\$ 74.9</b>	<b>\$ 85.3</b>	<b>\$ 258.8</b>	<b>\$ 350.7</b>	<b>\$ 422.5</b>
(-) G&A - Corporate	(11.2)	(16.8)	(15.7)	(16.9)	(60.6)	(71.0)	(71.0)
(-) G&A - Field	(19.8)	(29.9)	(29.8)	(29.1)	(108.6)	(117.3)	(124.3)
<b>Adjusted EBITDA</b>	<b>\$ 6.9</b>	<b>\$ 14.1</b>	<b>\$ 29.4</b>	<b>\$ 39.3</b>	<b>\$ 89.6</b>	<b>\$ 162.5</b>	<b>\$ 227.1</b>
(+) Stock Based Compensation	1.9	2.9	2.9	2.9	10.7	15.0	15.8
(+/-) Change in receivables	1.3	(6.4)	(17.0)	(17.4)	(39.5)	(18.5)	(29.0)
(+/-) Change in invt, prepaid, and other	7.7	3.9	(2.7)	(2.4)	6.5	(2.4)	(12.8)
(+/-) Change in payables	7.0	5.3	3.1	(1.7)	13.8	(2.2)	6.3
(+/-) Change in other working capital	12.1	0.7	1.5	2.0	16.2	2.8	2.3
(-) Capex	(10.2)	(12.4)	(11.9)	(11.8)	(46.3)	(71.3)	(102.3)
(-) Cash Taxes	(1.4)	(1.4)	(1.4)	(1.4)	(5.5)	(33.0)	(32.8)
<b>Unlevered Free Cash Flow</b>	<b>\$ 25.5</b>	<b>\$ 6.8</b>	<b>\$ 3.8</b>	<b>\$ 9.5</b>	<b>\$ 45.5</b>	<b>\$ 52.8</b>	<b>\$ 74.6</b>
(-) Cash interest, fees	(0.6)	(0.9)	(0.9)	(0.9)	(3.3)	(3.6)	(3.6)
(+) Asset sales	4.5	3.5	3.5	3.5	15.0	10.0	10.0
<b>Net Change in Cash</b>	<b>\$ 29.4</b>	<b>\$ 9.3</b>	<b>\$ 6.4</b>	<b>\$ 12.1</b>	<b>\$ 57.3</b>	<b>\$ 59.2</b>	<b>\$ 81.0</b>
Beginning Total Cash <sup>2 &amp; 3</sup>	188.3	217.7	227.0	233.4	188.3	245.5	304.7
<b>Ending Total Cash</b>	<b>\$ 217.7</b>	<b>\$ 227.0</b>	<b>\$ 233.4</b>	<b>\$ 245.5</b>	<b>\$ 245.5</b>	<b>\$ 304.7</b>	<b>\$ 385.7</b>

<sup>1</sup> Activity for February and March 2021.

<sup>2</sup> At 1/31/2021; LC cash collateralization requirement at emergence subject to availability on Exit ABL Facility.

<sup>3</sup> Beginning Total Cash as of the Effective Date includes approximately \$71 million of Non-Guarantor cash.

**Exhibit E**

Valuation Analysis

## Valuation Analysis<sup>1</sup>

### **Valuation Analysis of Reorganized Superior**

THE INFORMATION CONTAINED HEREIN IS NOT A PREDICTION OR GUARANTEE OF THE ACTUAL MARKET VALUE THAT MAY BE REALIZED THROUGH THE SALE OF ANY SECURITIES TO BE ISSUED PURSUANT TO THE PLAN. THE INFORMATION IS PRESENTED SOLELY FOR THE PURPOSE OF PROVIDING ADEQUATE INFORMATION AS REQUIRED BY SECTION 1125 OF THE BANKRUPTCY CODE TO ENABLE THE HOLDERS OF CLAIMS OR EQUITY INTERESTS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN TO MAKE AN INFORMED JUDGMENT ABOUT THE PLAN AND SHOULD NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSE, INCLUDING THE PURCHASE OR SALE OF CLAIMS AGAINST OR EQUITY INTERESTS IN THE DEBTORS OR ANY OF THEIR AFFILIATES.

#### **A. Estimated Valuation**

At the Debtors' request, Johnson Rice & Company L.L.C. ("**Johnson Rice**") performed a valuation analysis of the Reorganized Debtors.

Based upon and subject to the review and analysis described herein, and subject to the assumptions, limitations and qualifications described herein, Johnson Rice's opinion, as of 11/27/2020, is that the estimated going concern enterprise value of the Reorganized Debtors, as of an assumed Effective Date for purposes of Johnson Rice's valuation analysis of 1/31/2021 (the "**Assumed Effective Date**"), would be in a range between \$710 million and \$880 million. The midpoint of our enterprise valuation range is \$795 million.

Johnson Rice's opinion and analyses are necessarily based on economic, monetary, market, and other conditions as in effect on, and the information made available to Johnson Rice as of, the date of its analysis. It should be understood that, although subsequent developments may affect Johnson Rice's views, Johnson Rice does not have any obligation to update, revise, or reaffirm its estimate.

Johnson Rice's opinion and analysis are based on a number of assumptions, including, among other assumptions, that (i) the Debtors will be reorganized in accordance with the Plan which will be effective on the Assumed Effective Date, (ii) the Reorganized Debtors will achieve the results set forth in the management team's Financial Projections for 2021 through 2023 (the

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<sup>1</sup> Capitalized terms used but not defined herein have the meanings ascribed to them in the Disclosure Statement to which this Valuation Analysis is attached as Exhibit E or the Plan (as may be amended) attached to the Disclosure Statement as Exhibit A, as applicable.



**“Projection Period”**) provided to Johnson Rice by the Reorganized Debtors, (iii) the Reorganized Debtors’ capitalization and available cash will be as set forth in the Plan and the Disclosure Statement, and (iv) the Reorganized Debtors will be able to obtain all future financings, on the terms and at the times, necessary to achieve the results set forth in the Financial Projections. Johnson Rice makes no representation as to the achievability of such assumptions. In addition, Johnson Rice’s analysis assumes that there will be no material change in economic, monetary, market, and other conditions as in effect on, and the information made available to Johnson Rice, as of the Assumed Effective Date.

Johnson Rice’s opinion and analyses assume that the Financial Projections prepared by the Debtors’ management were reasonably prepared on a basis reflecting the best currently available estimates and judgments of the Debtors’ management as to the future financial and operating performance of the Reorganized Debtors. The future results of the Reorganized Debtors are dependent upon various factors, many of which are beyond the control or knowledge of the Debtors, and consequently are inherently difficult to project. The Reorganized Debtors’ actual future results may differ materially (positively or negatively) from the Financial Projections and, as a result, the actual enterprise value of the Reorganized Debtors may be materially higher or lower than the estimated range herein. Among other things, failure to consummate the Plan in a timely manner may have a materially negative impact on the enterprise value of the Reorganized Debtors.

The estimated enterprise value in this section represents a hypothetical enterprise value of the Reorganized Debtors as the continuing operators of the business and assets of the Debtors, after giving effect to the Plan, based on consideration of certain valuation methodologies as described below. The estimated enterprise value in this section does not purport to constitute an appraisal or necessarily reflect the actual market value that might be realized through a sale or liquidation of the Reorganized Debtors, their securities or their assets, which may be materially higher or lower than the estimated enterprise value range herein. The actual value of an operating business such as the Reorganized Debtors’ business is subject to uncertainties and contingencies that are difficult to predict and will fluctuate with changes in various factors affecting the financial condition and prospects of such a business.

In conducting the analysis, Johnson Rice, among other things: (i) reviewed certain publicly available business and financial information relating to the Reorganized Debtors that Johnson Rice deemed relevant; (ii) reviewed certain internal information relating to the business, earnings, cash flow, assets, liabilities, and prospects of the Reorganized Debtors, including the Financial Projections, furnished to Johnson Rice by the Debtors; (iii) conducted discussions with members of senior management and representatives of the Debtors concerning the matters described in clauses (i) and (ii) of this paragraph, as well as their views concerning the Debtors’ business prospects before giving effect to the Plan, and the Reorganized Debtors’ business and prospects after

giving effect to the Plan; (iv) reviewed publicly available financial and stock market data for certain other companies in lines of business that Johnson Rice deemed relevant; (v) reviewed publicly available financial data for certain transactions that Johnson Rice deemed relevant; (vi) reviewed the Plan; and (vii) conducted such other financial studies and analyses and took into account such other information as Johnson Rice deemed appropriate. In connection with its review, Johnson Rice did not assume any responsibility for independent verification of any of the information supplied to, discussed with, or reviewed by Johnson Rice and, with the consent of the Debtors, relied on such information being complete and accurate in all material respects. Johnson Rice did not make any independent evaluation or appraisal of any of the assets or liabilities (contingent, derivative, off-balance-sheet, tax-related or otherwise) of the Reorganized Debtors. Johnson Rice also assumed that the final form of the Plan does not differ in any respect material to its analysis from the final draft that Johnson Rice reviewed.

The estimated enterprise value herein does not constitute a recommendation to any Holder of a Claim or Equity Interest as to how such Holder of a Claim or Equity Interest should vote or otherwise act with respect to the Plan. Johnson Rice has not been asked to and does not express any view as to what the trading value of the Reorganized Debtors' securities would be when issued pursuant to the Plan or the prices at which they may trade in the future. The estimated enterprise value set forth herein does not constitute an opinion as to fairness from a financial point of view to any Holder of a Claim or Equity Interest of the consideration to be received by such Holder of a Claim or Equity Interest under the Plan or of the terms and provisions of the Plan.

## **B. Valuation Methodology**

In preparing the valuation, Johnson Rice performed a variety of financial analyses and considered a variety of factors. The following is a brief summary of the material financial analyses performed, which consisted of (a) a discounted cash flow analysis, (b) a selected publicly traded companies analysis, and (c) a selected transactions analysis.

### **(i) Discounted Cash Flow Analysis:**

The discounted cash flow ("**DCF**") analysis is an enterprise valuation methodology that estimates the value of an asset or business by calculating the present value of expected future cash flows to be generated by that asset or business plus a present value of the estimated terminal value of that asset or business. Johnson Rice's DCF analysis used the Financial Projections' estimated debt-free, after-tax free cash flows from the Assumed Effective Date through December 31, 2023. These cash flows were then discounted at a weighted average cost of capital ("**Discount Rate**") for the Reorganized Debtors (methodology behind discount rate described below). The Discount Rate reflects the estimated

blended rate of return that would be expected by debt and equity investors to invest in the Reorganized Debtors' respective businesses based on the Reorganized Debtors' target capital structure. The enterprise value was determined by calculating the present value of the Reorganized Debtors' unlevered after-tax free cash flows based on the Financial Projections plus an estimate for the value of the Reorganized Debtors beyond the Projection Period known as the terminal value. In determining the estimated terminal value of the Reorganized Debtors, Johnson Rice relied upon the terminal multiple method which estimates a range of values that the Reorganized Debtors will be valued at the end of the Projection Period based on applying a terminal multiple to final projection year EBITDA. Johnson Rice also considered the perpetuity growth method which estimates a range of values for the Reorganized Debtors at the end of the Projection Period. The range of multiples selected for the terminal multiple method was established using the median of daily historical EV/Forward EBITDA multiples for public companies that Johnson Rice deemed relevant from January 2018 through October 2020.

To determine the Discount Rate, Johnson Rice used the estimated cost of equity and the estimated cost of debt for the Reorganized Debtors, assuming a targeted, long-term, debt-to-total capitalization ratio (based on debt-to-capitalization ratios of the selected publicly traded companies and the proposed capital structure contemplated by the Plan initially and after giving effect to the projected financial performance of the Reorganized Debtors during the Projection Period). Johnson Rice calculated the cost of equity based on (i) the capital asset pricing model, which assumes that the expected equity return is a function of the risk-free rate, equity risk premium, and the correlation of the stock performance of the selected publicly traded companies to the return on the broader market. Johnson Rice did not make an independent assessment of the go-forward tax environment.

#### (ii) Selected Transaction Analysis

The selected transactions analysis is based on the implied enterprise values of companies and assets involved in publicly-disclosed merger and acquisition transactions for which the targets had operating and financial characteristics comparable in certain respects to the Reorganized Debtors. Under this methodology, the enterprise value of each such target is determined by an analysis of the consideration paid and the net debt assumed in the merger or acquisition transaction. The enterprise value and EBITDA of the acquired company is then compared to EBITDA for the Reorganized Debtors in order to determine an enterprise value multiple. Johnson Rice analyzed various merger and acquisition transactions that have occurred in the oilfield services industry deemed relevant by Johnson Rice. In this analysis, the enterprise value to EBITDA multiples were utilized to determine a range of implied enterprise value for the

Reorganized Debtors.

(iii) Selected Public Company Analysis

The selected publicly traded company analysis is based on the enterprise values of selected publicly traded oilfield services companies that have operating and financial characteristics comparable in certain respects to the Reorganized Debtors. For example, such characteristics may include similar size and scale of operations, services mix, operational capabilities and efficiencies, growth rates, and geographical exposure. Under this methodology, certain financial multiples that measure financial performance and value are calculated for each selected company and then applied to the Reorganized Debtors' financials to imply an enterprise value for the Reorganized Debtors. Johnson Rice used, among other measures, enterprise value (defined as market value of equity, plus market value of debt and book value of preferred stock and minority interests, less cash) for each selected company as a multiple of such company's EBITDA.

Although the selected companies were used for comparison purposes, no selected publicly traded company is either identical or directly comparable to the business of the Reorganized Debtors. Accordingly, Johnson Rice's comparison of selected publicly traded companies to the business of the Reorganized Debtors and analysis of the results of such comparisons was not purely mathematical, but instead involved considerations and judgments concerning differences in operating and financial characteristics and other factors that could affect the relative values of the selected publicly traded companies and the Reorganized Debtors. The selection of appropriate companies for this analysis is a matter of judgment and subject to limitations due to sample size and the public availability of meaningful market-based information.

**C. Valuation Considerations**

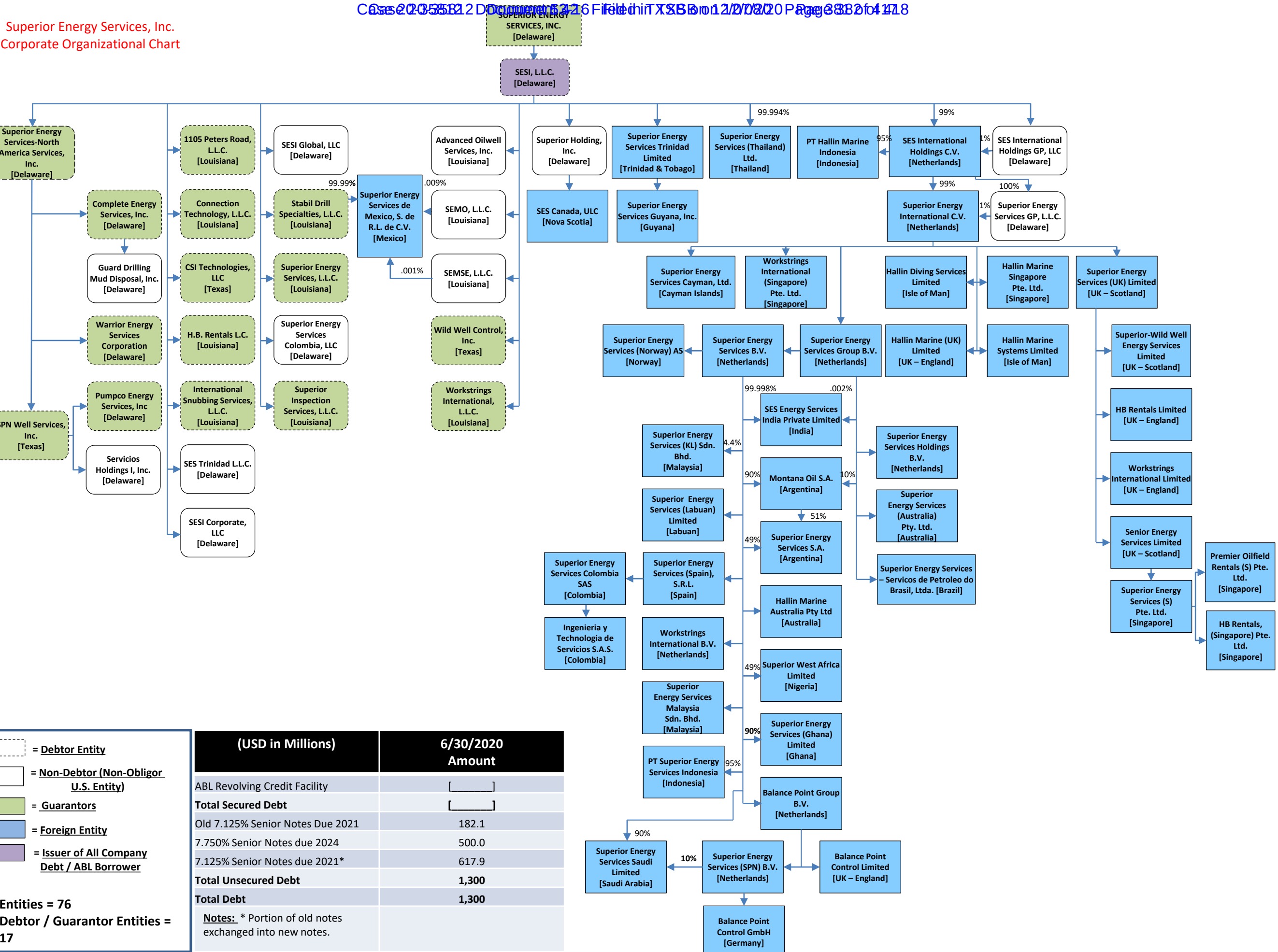
The estimated enterprise value in this section is not necessarily indicative of actual value, which may be significantly higher or lower than the ranges set forth herein. Accordingly, none of the Debtors, Johnson Rice, nor any other person assumes responsibility for the accuracy of such estimated enterprise value. Depending on the actual financial results of the Debtors or changes in the economy and the financial markets, the enterprise value of the Reorganized Debtors as of the Assumed Effective Date may differ from the estimated enterprise value set forth herein as of an Assumed Effective Date of 1/31/2021. In addition, the market prices, to the extent there is a market, of Reorganized Debtors' securities will depend upon, among other things, prevailing interest rates, conditions in the economy and the financial markets, the investment decisions of prepetition creditors receiving such securities under the Plan (some of whom may prefer to liquidate their investment rather than hold it on a long-term basis), and other factors that generally influence the prices of securities.

THE VALUATION INFORMATION CONTAINED HEREIN IS NOT A PREDICTION OR GUARANTEE OF THE ACTUAL MARKET VALUE THAT MAY BE REALIZED THROUGH THE SALE OF ANY SECURITIES TO BE ISSUED PURSUANT TO THE PLAN.

**Exhibit F**

Organizational Structure Chart

Superior Energy Services, Inc.  
Corporate Organizational Chart





**Exhibit G**

Guarantee Claims

**EXHIBIT G****LEGACY PARENT GUARANTEES<sup>1</sup>**

(Listed Alphabetically by Counterparty)

<b>Agreement</b>	<b>Agreement Date</b>	<b>Counterparty</b>	<b>Counterparty Notice Information</b>	<b>Guarantor</b>
Guarantee	December 15, 2004	Amerada Hess Corporation	Hess Corporation 1185 Avenue of the Americas, 40 <sup>th</sup> Floor New York, NY 10036 Attn: Legal Department	Superior Energy Services, Inc.
Parent Guaranty	February 13, 2004	Apache Corporation	Apache Corporation 2000 Post Oak Blvd, Suite 100 Houston, Texas 77056-4400 Attn: John J. Christmann, IV	Superior Energy Services, Inc.
Guaranty Agreement	July 23, 2004	BP America Production Company	BP America Production Company 501 WestLake Park Boulevard Houston, Texas Attn: Assistant General Counsel, Legal Group	Superior Energy Services, Inc.
Performance Guaranty	April 26, 2006, and amended on June 9, 2006	Devon Energy Production Company, L.P.	Devon Energy Production Company, L.P. 1500 Mid-America Tower 20 North Broadway Oklahoma City, Oklahoma 73102 Attention: Jeffrey A. Agosta, Vice President and Treasurer	Superior Energy Services, Inc.
Performance Guaranty	April 26, 2006	Explore Offshore LLC	Explore Offshore LLC 71683 Riverside Drive	Superior Energy Services, Inc.

<sup>1</sup> The inclusion of a Legacy Parent Guarantee in this Exhibit G to the Disclosure Statement is not an admission by the Debtors that such Legacy Parent Guarantee is in full force and effect or legally binding, and nothing herein shall prejudice the Debtors' right, and the Debtors expressly reserve their right, to assert that any of the Legacy Parent Guarantees are no longer in full force and effect or legally binding.

Agreement	Agreement Date	Counterparty	Counterparty Notice Information	Guarantor
			Covington, Louisiana 70433 Attention: David McCubbin	
Performance Guaranty	April 26, 2006	Kerr-McGee Oil & Gas Corporation	Kerr-McGee Oil & Gas Corporation (Westport Resources Corporation) 16666 Northchase Houston, Texas 77060 Attention: Jim Bryan	Superior Energy Services, Inc.
Performance Guaranty Agreement	January 15, 2004	Marathon Oil Company	Marathon Oil Company 5555 San Felipe Houston, Texas 77056 Attention: L. R. Dartez	Superior Energy Services, Inc.
Third-Party Indemnity Agreement	December 18, 2003	Mineral Management Service of the United States Department of the Interior	[Mineral Management Service 1201 Elmwood Park Blvd. New Orleans, LA 70123 Attn: Carrol Williams]	Superior Energy Services, Inc.
Performance Guaranty	April 26, 2006	Murphy Exploration & Production Company-USA	Murphy Exploration & Production Company-USA 100 Asma Blvd., Suite 100 Lafayette, Louisiana 70508 Attention: Steve Jones	Superior Energy Services, Inc.
Performance Guaranty Agreement	December 18, 2003	Union Oil Company of California Pure Resources, L.P. Pure Partners, L.P.	Union Oil Company of California 14141 Southwest Freeway Sugar Land, Texas 77478 Attn: Jack Bayless, Land Manager	Superior Energy Services, Inc.

## Exhibit D

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:	X	
	:	Chapter 11
	:	
SUPERIOR ENERGY SERVICES, INC., <i>et al.</i> , <sup>1</sup>	:	Case No. 20-_____ (____)
	:	
Debtors.	:	IMPORTANT: No chapter 11 case has
	:	been commenced as of the date of
	:	distribution of this ballot. This ballot is a
	:	prepetition solicitation of your vote on a
	:	prepackaged plan of reorganization
	X	

**BENEFICIAL HOLDER BALLOT ACCEPTING OR  
REJECTING THE JOINT PREPACKAGED PLAN OF  
REORGANIZATION FOR SUPERIOR ENERGY SERVICES, INC. AND ITS  
AFFILIATE DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

IF YOU ARE AN ELIGIBLE HOLDER, AS DEFINED BELOW, PLEASE READ AND FOLLOW THE  
ENCLOSED INSTRUCTIONS FOR COMPLETING THIS BENEFICIAL HOLDER BALLOT CAREFULLY  
BEFORE COMPLETING THIS BALLOT. BALLOTS ARE ONLY BEING SOLICITED FROM ELIGIBLE  
HOLDERS OF (I) CLASS 5 PREPETITION NOTES CLAIMS AGAINST PARENT AND (II) CLASS 7  
PREPETITION NOTES CLAIMS AGAINST AFFILIATE DEBTORS.<sup>2</sup>

**DO NOT RETURN THIS BALLOT IF YOU ARE NOT AN ELIGIBLE HOLDER**

**IN ORDER FOR YOUR VOTE TO BE COUNTED, ALL MASTER BALLOTS CAST ON BEHALF OF  
BENEFICIAL HOLDER BALLOTS MUST BE COMPLETED, EXECUTED AND RETURNED SO AS TO  
BE ACTUALLY RECEIVED BY KURTZMAN CARSON CONSULTANTS LLC (THE “VOTING AND  
CLAIMS AGENT”) ON OR BEFORE 5:00 P.M. PREVAILING CENTRAL TIME ON JANUARY 8, 2021  
(THE “VOTING DEADLINE”) IN ACCORDANCE WITH THE INSTRUCTIONS DESCRIBED HEREIN.**

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Superior Energy Services, Inc. (9388), SESI, L.L.C. (4124), Superior Energy Services-North America Services, Inc. (5131), Complete Energy Services, Inc. (9295), Warrior Energy Services Corporation (9424), SPN Well Services, Inc. (2682), Pumpco Energy Services, Inc. (7310), 1105 Peters Road, L.L.C. (4198), Connection Technology, L.L.C. (4128), CSI Technologies, LLC (6936), H.B. Rentals, L.C. (7291), International Snubbing Services, L.L.C. (4134), Stabil Drill Specialties, L.L.C. (4138), Superior Energy Services, L.L.C. (4196), Superior Inspection Services, L.L.C. (4991), Wild Well Control, Inc. (3477), Workstrings International, L.L.C. (0390). The Debtors’ address is 1001 Louisiana Street, Suite 2900, Houston, Texas 77002.

<sup>2</sup> See a list of applicable CUSIPs/ISINs attached hereto as Annex A.

**IMPORTANT NOTICE REGARDING SOLICITATION OF ELIGIBLE HOLDERS AND NON-ELIGIBLE HOLDERS OF PREPETITION NOTES CLAIMS AGAINST PARENT IN CLASS 5 AND PREPETITION NOTES CLAIMS AGAINST AFFILIATE DEBTORS IN CLASS 7**

This Beneficial Holder Ballot is being sent to all Beneficial Holders of Prepetition Notes Claims<sup>3</sup> in Classes 5 and 7 as of December 3, 2020 (the “Voting Record Date”).

AS OF THE DATE OF DISTRIBUTION OF THIS BENEFICIAL HOLDER BALLOT, ONLY “ELIGIBLE HOLDERS” ARE ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN. IF YOU ARE NOT AN “ELIGIBLE HOLDER,” YOUR VOTE WILL NOT BE COUNTED, AND YOU SHOULD NOT COMPLETE OR RETURN THIS BENEFICIAL HOLDER BALLOT, UNLESS YOU ARE OTHERWISE NOTIFIED TO THE CONTRARY BY THE DEBTORS.

Following the filing of the Plan with the Bankruptcy Court, the Debtors intend to request the Bankruptcy Court’s approval to solicit votes on the Plan from the Beneficial Holders of Prepetition Notes Claims in Classes 5 and 7 who are “Non-Eligible Holders.” To the extent the Bankruptcy Court approves such request, the Debtors will promptly notify the Beneficial Holders of Prepetition Notes Claims in Classes 5 and 7 of such approval. Prepetition Noteholders who are “Non-Eligible Holders” will be entitled to vote on the Plan and complete this Beneficial Holder Ballot at that time.

UNLESS YOU ARE INSTRUCTED BY THE DEBTORS TO SUBMIT YOUR BALLOT, ALL BALLOTS RECEIVED FROM NON-ELIGIBLE HOLDERS WILL BE DISREGARDED

An “Eligible Holder” is a Prepetition Noteholder who certifies that it is (i) located inside the United States and is a (a) “qualified institutional buyer” (as defined in Rule 144A under the Securities Act) or (b) “accredited investor” (as defined in Rule 501(a) of Regulation D under the Securities Act) or (ii) located outside the United States and is a person other than “U.S. persons” (as defined in Rule 902 under the Securities Act).

A “Non-Eligible Holder” is a Prepetition Noteholder that it is not: (i) a “qualified institutional buyer” (as defined in Rule 144A of the Securities Act); (ii) of Regulation D of the Securities Act; or (iii) a person other than a “U.S. person” (as defined in Rule 902(k) of Regulation S of the Securities Act).

**PLEASE COMPLETE, SIGN AND DATE THIS BENEFICIAL HOLDER BALLOT AND RETURN IT PROMPTLY IN THE ENVELOPE PROVIDED TO THE ADDRESSEE SPECIFIED THEREON OR AS INSTRUCTED BY YOUR NOMINEE.**<sup>4</sup>

YOU MUST RETURN THIS BENEFICIAL HOLDER BALLOT TO YOUR NOMINEE IN SUFFICIENT TIME TO PERMIT YOUR NOMINEE TO DELIVER A MASTER BALLOT INCLUDING YOUR VOTE TO THE VOTING AND CLAIMS AGENT BY THE VOTING DEADLINE. PLEASE FOLLOW THE INSTRUCTIONS OF YOUR NOMINEE TO RETURN YOUR VOTE ON THE PLAN.

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The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) are soliciting votes with respect to the *Joint Prepackaged Plan of Reorganization for Superior Energy Services, Inc. and Its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* (as may be amended from time to time, the “**Plan**”) as set forth in the Disclosure Statement for the Plan (as may be amended from time to time, the “**Disclosure Statement**”). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan. Moreover, in

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<sup>3</sup> As used herein, “**Prepetition Notes Claims**” means collectively, the Prepetition Notes Claims Against Parent in Class 5 and the Prepetition Notes Claims Against Affiliate Debtors in Class 7.

<sup>4</sup> “**Nominee**” means the bank, brokerage firm, or the agent thereof as the entity through which the Beneficial Holders hold the Prepetition Notes.

the event of any conflict, inconsistency or discrepancy between statements contained herein and any statements in the Plan (as may be amended), the Plan (as may be amended) will govern and control for all purposes.

You are receiving this Beneficial Holder Ballot because you are a Beneficial Holder of a Prepetition Notes Claim in Class 5 (Prepetition Notes Claims Against Parent) and Class 7 (Prepetition Notes Claims Against Affiliate Debtors), as of the close of business on December 3, 2020. Accordingly, you have a right to vote to accept or reject the Plan.

Your rights are described in the Disclosure Statement, which is included (along with the Plan, and certain other materials) in the Solicitation Package you are receiving with this Beneficial Holder Ballot. If you need to obtain additional solicitation materials, you may contact the Debtors' Voting and Claims Agent by: (1) visiting the Debtors' restructuring website at [www.kccllc.net/superior](http://www.kccllc.net/superior); (2) writing to Superior Energy Services Balloting Center, Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; and/or (3) calling the Debtors' restructuring hotline at (888) 802-7207 (U.S./Canada) or (781) 575-2107 (international) or via email at [SuperiorEnergyInfo@kccllc.com](mailto:SuperiorEnergyInfo@kccllc.com) (please reference "Superior" in the subject line). You may also obtain these documents (other than a Ballot) and any other pleadings filed in the Debtors' Chapter 11 Cases (once the Chapter 11 Cases are commenced and for a fee) via PACER at: <https://www.tx.uscourts.gov/bankruptcy> or free of charge at [www.kccllc.net/superior](http://www.kccllc.net/superior).

This Beneficial Holder Ballot may not be used for any purpose other than (i) casting votes to accept or reject the Plan, (ii) opting out of the Third Party Release, (iii) making the Cash Opt-Out Election (as defined below) and (iv) indicating an interest in receiving the Equity Rights Offering Materials. If you believe you have received this Beneficial Holder Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Voting and Claims Agent immediately at the address, email address, or telephone number set forth above.

You should review the Disclosure Statement and the Plan in their entirety before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class 5 – Prepetition Notes Claims Against Parent and Class 7 – Prepetition Notes Claims Against Affiliate Debtors under the Plan. The Bankruptcy Court can confirm the Plan and bind you if the Plan is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the allowed Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or affirmatively vote to reject the Plan. To have your vote counted, you must complete, sign and return this Ballot pursuant to the instructions provided herein, so that your vote is actually received by the Voting and Claims Agent by the Voting Deadline.

Before completing this Beneficial Holder Ballot, please read and follow the enclosed "Instructions for Completing this Beneficial Holder Ballot" carefully to ensure that you complete, execute and return this Beneficial Holder Ballot properly.

#### **Item 1. Amount of Claim.**

The voting amounts for Claims in Classes 5 and 7 will be the principal amount of Prepetition Notes held by each directly registered holder as of the Voting Record Date as reflected in the books and records of the indenture trustee for the Debtors' Prepetition Notes or, as the case may be, in the amount of the Prepetition Notes held by each Beneficial Holder through its Nominee as of the Voting Record Date as reflected in the securities position report(s) from DTC.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Beneficial Holder (or authorized signatory for the Beneficial Holder) of Prepetition Notes Claims in the CUSIP as indicated on Annex A hereto and in the following aggregate unpaid principal amount (insert unpaid principal amount in box below if not



already entered). If your Prepetition Notes are held by a Nominee on your behalf and you do not know the amount of the Prepetition Notes held, please contact your Nominee immediately:

\$ \_\_\_\_\_

**Item 2. Vote on Plan.**

The Holder of the Prepetition Notes Claims against the Debtors set forth in Item 1 above votes to (please check one box below):

☐ **ACCEPT** (vote FOR) the Plan

☐ **REJECT** (vote AGAINST) the Plan

THE DEBTORS RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.

**IMPORTANT INFORMATION REGARDING THE RELEASE OF CLAIMS BY THIRD PARTIES**

ARTICLE X OF THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, WHICH ARE SET FORTH AT THE END OF THIS BALLOT. YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY.

Check the box below only if you (a) did not vote to accept the Plan, and (b) elect not to grant the Third Party Release contained in Article X.B.2 of the Plan. (if you voted to accept the Plan you have, by so doing, agreed to grant the Third-Party Release.)

If you are not a signatory to the Restructuring Support Agreement, election to withhold consent is at your option (provided you also have not voted to accept the Plan). If you submit your Ballot with this box checked (without having also voted to accept the Plan), then you will be deemed **NOT** to consent to the Third Party Release set forth in Article X.B.2 of the Plan.

PLEASE BE ADVISED THAT BY NOT CHECKING THE BOX BELOW YOU ELECT TO GRANT THE THIRD-PARTY RELEASE IN EACH AND EVERY CAPACITY IN WHICH YOU HOLD A CLAIM AGAINST, OR EQUITY INTEREST IN, ANY OF THE DEBTORS. YOU MUST AFFIRMATIVELY CHECK THE BOX BELOW IN ORDER TO OPT-OUT OF THE THIRD PARTY RELEASE.

PLEASE ALSO BE ADVISED THAT THE DEBTOR RELEASE CONTAINED IN ARTICLE X.B.1 OF THE PLAN WILL BE INCLUDED IN THE CONFIRMATION ORDER AND THAT IT IS SEPARATE FROM AND INDEPENDENT OF THE THIRD-PARTY RELEASE. IF YOU OBJECT TO THE DEBTOR RELEASE, YOU MUST FILE A SEPARATE OBJECTION WITH THE BANKRUPTCY COURT IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE DISCLOSURE STATEMENT ORDER.

☐ OPT-OUT ELECTION: The undersigned elects to opt-out of the Third Party Releases contained in Article X.B.2 of the Plan.

**Item 3. Optional Cash Opt-Out Election for Holders of Class 7 Prepetition Notes Claims Against Affiliate Debtors.**

Pursuant to the Plan, each Holder of an Allowed Prepetition Notes Claim Against Affiliate Debtors in Class 7 may, by its election, receive New Common Stock in lieu of the Cash Payout (the “**Cash Opt-Out Election**”). By checking the box below, the undersigned irrevocably elects to make the Cash Opt-Out Election and shall receive its Pro Rata share of (A) one hundred percent (100%) of the New Common Stock Pool, subject to dilution from and after the Effective Date on account of the New MIP Equity and (B), to the extent such Holder is an Accredited Cash Opt-Out Noteholder, the Subscription Rights.

In the absence of a timely Cash Opt-Out Election (or by not checking the box below), the Holder of such Claim will receive the Cash Payout. The Cash Payout under the Plan means Cash in an aggregate amount equal to 2.00% of the principal due under the Prepetition Notes held by all Cash Payout Noteholders.

☐ MAKE CASH OPT-OUT ELECTION<sup>5</sup>

**Item 4. (Optional) Equity Rights Offering – Expression of Interest in Participating**

The Plan provides for the Equity Rights Offering, pursuant to which Eligible Holders<sup>6</sup> may participate. The offer to participate in the Equity Rights Offering is being made only to Eligible Holders. If you are an Eligible Holder, you may check the box below, and must also provide the contact information requested below, to express your interest in participating in the Equity Rights Offering, described in Article V.V of the Plan. Checking the box does not constitute a binding commitment to participate in the Equity Rights Offering. If you do not check the box, however, you will not be given the opportunity to subscribe to the Equity Rights Offering. Similarly, if you do check the box but do not provide the requested contact information, you will not be given the opportunity to subscribe to the Equity Rights Offering.

**The Debtors will provide subscription documents and other relevant information (the “Equity Rights Offering Materials”) only to interested parties that have checked the box and who have made the Cash Opt-Out Election under Item 3 above. Subscription documents will be provided via email directly to interested parties based on the information provided below.**

☐ The undersigned is an Eligible Holder and is interested in participating in the Equity Rights Offering.

Account Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

<sup>5</sup> The Nominee holding your Prepetition Notes Claims must tender your notes into the Cash Opt-Out Election account established at The Depository Trust Company (“**DTC**”) to assist in processing the election. Prepetition Notes Claims may not be withdrawn from the Cash Opt-Out Election account after your Nominee has tendered them at DTC. Once Prepetition Notes Claims have been tendered to the Cash Opt-Out Election account, no further trading will be permitted in your Prepetition Notes Claims held in the Cash Opt-Out Election account. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all Prepetition Notes Claims held in the Cash Opt-Out Election account to the applicable Nominee for credit to the account of the applicable Beneficial Holder.

<sup>6</sup> An “**Eligible Holder**” is a Prepetition Noteholder who certifies that it is (i) located insider the United States and is a (a) “qualified institutional buyer” (as defined in Rule 144A under the Securities Act) or (b) “accredited investor” (as defined in Rule 501(a) of Regulation D under the Securities Act) or (ii) located outside the United States and is a person other than “U.S. persons” (as defined in Rule 902 under the Securities Act). For your reference, the definitions of “accredited investor,” “United States,” “U.S. person” and “qualified institutional buyer” are set forth on Annex A to the cover letter you received with this Ballot.

**Item 5. Certifications as to Prepetition Notes Claims Held in Additional Accounts.**

By completing and returning this Beneficial Holder Ballot, the undersigned Beneficial Holder certifies that either (1) it has not submitted any other Ballots for other Prepetition Notes Claims in Class 5 (Prepetition Notes Claims Against Parent) and Class 7 (Prepetition Notes Claims Against Affiliate Debtors) held in other accounts or other record names or (2) it has provided the information specified in the following table for all Prepetition Notes Claims in Class 5 (Prepetition Notes Claims Against Parent) and Class 7 (Prepetition Notes Claims Against Affiliate Debtors) for which it has submitted additional Beneficial Holder Ballots, each of which indicates the same vote to accept or reject the Plan (please use additional sheets of paper if necessary):

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED PREPETITION NOTES CLAIMS IN CLASS 5 (PREPETITION NOTES CLAIMS AGAINST PARENT) AND CLASS 7 (PREPETITION NOTES CLAIMS AGAINST AFFILIATE DEBTORS) ON A BENEFICIAL HOLDER BALLOT OTHER THAN THIS BENEFICIAL HOLDER BALLOT.

Name of Beneficial Holder	Account Number	Nominee	Principal Amount of Other – Prepetition Notes Claims in Class 5 and Class 7 Voted	CUSIP
1.			\$	
2.			\$	
3.			\$	
4.			\$	
5.			\$	
6.			\$	
7.			\$	
8.			\$	
9.			\$	
10.			\$	

**Item 6. Certifications.**

By signing this Beneficial Holder Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

- a. that either: (i) the undersigned is the Beneficial Holder of the Prepetition Notes Claims in Classes 5 and 7 being voted; or (ii) the undersigned is an authorized signatory for an Entity that is a Beneficial Holder of the Prepetition Notes Claims in Classes 5 and 7 being voted, and, in either case, has full power and authority to vote to accept or reject the Plan with respect to the Claims identified in Item 1 above;
- b. that the undersigned (or in the case of an authorized signatory, the Beneficial Holder) has received a copy of the Disclosure Statement and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;

- c. that the undersigned has cast the same vote with respect to all Prepetition Notes Claims in a single Class;
- d. that no other Beneficial Holder Ballots with respect to the amount of the Prepetition Notes Claims in Classes 5 and 7 identified in Item 1 (as well on Exhibit A hereto) above have been cast or, if any other Beneficial Holder Ballots have been cast with respect to such Class 5 and Class 7 Claims, then any such earlier Beneficial Holder Ballots are hereby revoked;
- e. that if applicable, the undersigned has voted in accordance with any obligations pursuant to that certain Amended & Restated Restructuring Support Agreement, dated as of December 4, 2020; and
- f. that the undersigned is an Eligible Holder.

By signing this Beneficial Holder Ballot, the undersigned authorizes and instructs its Nominee (a) to furnish the voting information and the amount of Prepetition Notes Claims in Class 5 (Prepetition Notes Claims Against Parent) and Class 7 (Prepetition Notes Claims Against Affiliate Debtors) the Nominee holds on its behalf in a Master Ballot to be transmitted to the Voting and Claims Agent, (b) to provide copies of such Beneficial Holder Ballot to the Voting and Claims Agent, and (c) to retain this Beneficial Holder Ballot and related information in its records for at least one year after the Effective Date of the Plan.

<b>Name of Holder:</b> _____	<b>(Print or Type)</b>
<b>Social Security or Federal Tax Identification Number:</b> _____	
<b>Signature:</b> _____	
<b>Name of Signatory:</b> _____	
<b>(If other than Holder)</b>	
<b>Title:</b> _____	
<b>Address:</b> _____	
_____	
_____	
<b>Date Completed:</b> _____	

No fees, commissions or other remuneration will be payable to any person for soliciting votes on the Plan.

**PLEASE COMPLETE, SIGN AND DATE THIS BENEFICIAL HOLDER BALLOT AND RETURN IT PROMPTLY IN THE ENVELOPE PROVIDED TO THE ADDRESSEE SPECIFIED THEREON OR AS INSTRUCTED BY YOUR NOMINEE.**

IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE A MASTER BALLOT INCORPORATING THE VOTE CAST BY THIS BENEFICIAL HOLDER BALLOT ON OR BEFORE 5:00 P.M. PREVAILING CENTRAL TIME ON JANUARY 8, 2021, THEN YOUR VOTE TRANSMITTED BY THIS BENEFICIAL HOLDER BALLOT WILL NOT BE COUNTED TOWARD CONFIRMATION OF THE PLAN.

IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE A MASTER BALLOT INCORPORATING THE CASH OPT-OUT ELECTION BY THIS BENEFICIAL HOLDER BALLOT ON OR BEFORE 5:00 P.M. PREVAILING CENTRAL TIME ON JANUARY 8, 2021, THEN YOUR ELECTION TRANSMITTED BY THIS BENEFICIAL HOLDER BALLOT WILL NOT BE COUNTED AND YOU WILL

RECEIVE THE CASH PAYOUT PURSUANT TO THE TERMS OF THE PLAN. THE CASH PAYOUT UNDER THE PLAN MEANS CASH IN AN AGGREGATE AMOUNT EQUAL TO 2.00% OF THE PRINCIPAL DUE UNDER THE PREPETITION NOTES HELD BY ALL CASH PAYOUT NOTEHOLDERS.

PLEASE ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO RECEIVE YOUR BALLOT AND PROCESS YOUR VOTE ON A MASTER BALLOT SUCH THAT THE MASTER BALLOT IS RECEIVED BY THE VOTING AND CLAIMS AGENT ON OR BEFORE 5:00 P.M. PREVAILING CENTRAL TIME ON JANUARY 8, 2021.

THE VOTING DEADLINE, AMONG OTHER DATES, IS SUBJECT TO EXTENSION AS SET FORTH IN THE PLAN.

**Class 5 – Prepetition Notes Claims Against Parent and Class 7 – Prepetition Notes Claims Against Affiliate Debtors**

**INSTRUCTIONS FOR COMPLETING THIS BENEFICIAL HOLDER BALLOT**

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in the Beneficial Holder Ballot or in these instructions (the “**Ballot Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan, a copy of which also accompanies the Beneficial Holder Ballot.
2. To ensure that your vote is counted, you must complete the Beneficial Holder Ballot and take the following steps: (a) make sure that the information required by Item 1 above has been correctly inserted (if you do not know the amount of your claim, please contact your Nominee); (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 above; (c) clearly indicate your optional Cash Opt-Out Election in Item 3, if applicable, (d) complete Item 4 if you are an Eligible Holder and are interested in receiving the Equity Rights Offering Materials and (e) provide the information required by Item 5 above, if applicable, and (d) sign, date and return an original of your Beneficial Holder Ballot in accordance with paragraph 3 directly below.
3. **Return of Beneficial Holder Ballots:** Follow the instructions provided by your Nominee for return of this Beneficial Holder Ballot to your Nominee. Your Beneficial Holder Ballot must be returned to your Nominee in sufficient time to permit your Nominee to deliver a Master Ballot incorporating the vote cast on your Beneficial Holder Ballot to the Voting and Claims Agent so as to be **actually received** by the Voting and Claims Agent on or before the Voting Deadline, which is 5:00 p.m. prevailing Central Time on January 8, 2021.
4. If a Master Ballot is received by the Voting and Claims Agent after the Voting Deadline, it will not be counted, unless the Debtors have granted an extension of the Voting Deadline in writing with respect to such Master Ballot in accordance with the Plan. Additionally, the following Beneficial Holder Ballots incorporated into and/or transmitted with a Master Ballot will **NOT** be counted:
  - any Beneficial Holder Ballot that is illegible or contains insufficient information to permit the identification of the claimant;
  - any Beneficial Holder Ballot cast by a person or entity that does not hold a claim in a class that is entitled to vote to accept or reject the Plan;
  - any Beneficial Holder Ballot cast for a claim listed in the Schedules as contingent, unliquidated or disputed for which the applicable bar date has passed and no proof of claim was timely filed;

- any Beneficial Holder Ballot that (a) is properly completed, executed and timely filed, but does not indicate an acceptance or rejection of the Plan, or (b) indicates both an acceptance and rejection of the Plan, or (c) partially accepts and partially rejects the Plan;
  - any Beneficial Holder Ballot cast for a Claim that is subject to an objection pending as of the Voting Record Date (except as otherwise provided in the Disclosure Statement);
  - any Beneficial Holder Ballot sent to the Debtors, the Debtors' agents/representatives (other than the Voting and Claims Agent), any indenture trustee or the Debtors' financial or legal advisors;
  - any unsigned Beneficial Holder Ballot; or
  - any Beneficial Holder Ballot not cast in accordance with the procedures described herein and in the Disclosure Statement.
5. The method of delivery of Beneficial Holder Ballots to your Nominee is at the election and risk of each Holder of a Prepetition Notes Claim. Except as otherwise provided herein, such delivery will be deemed made to the Voting and Claims Agent only when the Voting and Claims Agent actually receives the executed Master Ballot incorporating the Beneficial Holder Ballot. Unless otherwise instructed by your Nominee, instead of effecting delivery by first-class mail, it is recommended, though not required, that Holders use email, overnight or hand delivery service. In all cases, Holders should allow sufficient time to assure timely delivery.
  6. Your Nominee is authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with their customary practices, including the use of a "voting instruction form" in lieu of (or in addition to) a Beneficial Holder Ballot, as well as collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means.
  7. If multiple Beneficial Holder Ballots are received from the same Holder of a Prepetition Notes Claim in Class 5 and/or Class 7 with respect to the same Class 5 or Class 7 Claim prior to the Voting Deadline, the last Beneficial Holder Ballot timely received will supersede and revoke any earlier received Beneficial Holder Ballots.
  8. You must vote all of your Prepetition Notes Claims within Class 5 and Class 7 either to accept or reject the Plan and may not split your vote. Further, if a Holder has multiple Prepetition Notes Claims within Class 5 or Class 7, the Debtors may, in their discretion, aggregate the Claims of any particular Holder with multiple Prepetition Notes Claims within Class 5 and Class 7 for the purpose of counting votes.
  9. The Beneficial Holder Ballot is not a letter of transmittal and may not be used for any purpose other than (i) to vote to accept or reject the Plan, (ii) opt-out of the Third Party Release, (iii) making the Cash Opt-Out Election, if applicable and (iv) indicating an interest in receiving the Equity Rights Offering Materials, if applicable. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor the Voting and Claims Agent will accept delivery of any such certificates or instruments surrendered together with a Beneficial Holder Ballot.
  10. This Beneficial Holder Ballot does not constitute, and shall not be deemed to be, (a) a proof of Claim or (b) an assertion or admission of a Claim.
  11. Please be sure to sign and date your Beneficial Holder Ballot. If you are signing a Beneficial Holder Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Voting and Claims Agent, the Debtors or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your

name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Beneficial Holder Ballot.

12. If you hold Claims in more than one Class under the Plan you may receive more than one Ballot coded for each different Class. Each Ballot votes only your Claims indicated on that Ballot, so please complete and return each Beneficial Holder Ballot and/or Ballot that you received.

**PLEASE RETURN YOUR BENEFICIAL HOLDER BALLOT PROMPTLY!**

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BENEFICIAL HOLDER  
BALLOT, THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING,  
PLEASE CALL THE VOTING AND CLAIMS AGENT AT: (888) 802-7207 (Toll Free) (781) 575-  
2107 (International).**

**IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE THE MASTER  
BALLOT CONTAINING YOUR VOTE FROM YOUR NOMINEE ON OR BEFORE THE  
VOTING DEADLINE, WHICH IS 5:00 P.M. PREVAILING CENTRAL TIME ON JANUARY 8,  
2021, THEN YOUR VOTE TRANSMITTED HEREBY WILL NOT BE COUNTED.**

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO  
MAKE ANY REPRESENTATION, REGARDING THE DEBTORS OR THE PLAN, OTHER THAN  
WHAT IS CONTAINED IN THE SOLICITATION PACKAGE MAILED HEREWITH.

**RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS CONTAINED IN THE PLAN**

**A. Article X.B – Release of Claims and Causes of Action**

1. **Release by the Debtors and their Estates.** Pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, and except as otherwise expressly provided in this Plan, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, the Debtors and the Reorganized Debtors, in their respective individual capacities and as debtors-in-possession, and on behalf of themselves and their respective Estates, including, without limitation, any successor to the Debtors or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code (collectively, the “**Debtor Releasing Parties**”), shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Debtor Releasing Parties) and their respective assets and properties (the “**Debtor Release**”) from any and all Claims, interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors (including the management, ownership or operation thereof) or their Affiliates, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, this Plan, the Plan Supplement, the Restructuring Support Agreement, the Restructuring Documents, the Prepetition Debt Documents, and the DIP Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation, preparation dissemination, entry into, or filing of the Restructuring Support Agreement, this Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, the Prepetition Debt Documents, the DIP Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or



Consummation of this Plan, the solicitation of votes on this Plan or the issuance or distribution of Plan Securities pursuant to this Plan that such Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) or that any Holder of a Claim or Equity Interest or other Person or Entity would have been legally entitled to assert for, or on behalf or in the name of, any Debtor, its respective Estate or any Reorganized Debtor (whether directly or derivatively) against any of the Released Parties; provided, however, that the foregoing provisions of this Debtor Release shall not operate to waive or release (i) the rights of such Debtor Releasing Party to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan (including, without limitation, the Exit Facility Loan Documents) or assumed or assumed and assigned, as applicable, pursuant to this Plan or pursuant to a Final Order of the Bankruptcy Court, (ii) any Causes of Action arising from willful misconduct, fraud, or gross negligence, in each case as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction, and (iii) any claims against the Excluded Parties. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity and the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Article X.B shall or shall be deemed to (i) prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person or Entity that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors and/or (ii) operate as a release or waiver of any Intercompany Claims, in each case unless otherwise expressly provided for in this Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the Claims released by the Debtor Release; (iii) in the best interest of the Debtors and their Estates; (iv) fair, equitable and reasonable; (v) given and made after due notice and opportunity for hearing; and (vi) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any claim or Cause of Action released pursuant to the Debtor Release.

2. Release By Third Parties. Except as otherwise expressly provided in this Plan, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor Releasing Parties above, each Non-Debtor Releasing Party (together with the Debtor Releasing Parties, the "Releasing Parties") shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Non-Debtor Releasing Parties) and their respective assets and properties (the "Third Party Release") from any and all Claims, interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors (including the management, ownership or operation thereof) or their Affiliates, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, this Plan, the Plan Supplement, the Restructuring Support Agreement, the Restructuring Documents, the Prepetition Debt Documents, and the DIP Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation, preparation, dissemination, entry into or filing of the Restructuring Support Agreement, this Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, the Prepetition Debt Documents, the DIP Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale or rescission of

the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of this Plan, the solicitation of votes on this Plan or the issuance or distribution of Plan Securities pursuant to this Plan that such Non-Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties; provided, however, that the foregoing provisions of this Third Party Release shall not operate to waive or release (i) the rights of such Non-Debtor Releasing Party to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan (including, without limitation, the Exit Facility Loan Documents) or assumed or assumed and assigned, as applicable, pursuant to this Plan or pursuant to a Final Order of the Bankruptcy Court or (ii) any Causes of Action arising from willful misconduct, fraud, or gross negligence, in each case as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity and the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third Party Release.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third Party Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Third Party Release is: (i) consensual; (ii) essential to the confirmation of this Plan; (iii) in exchange for the good and valuable consideration provided by the Released Parties; (iv) a good faith settlement and compromise of the Claims released by the Third Party Release; (v) in the best interest of the Debtors and all Holders of Claims and Equity Interests; (vi) fair, equitable and reasonable; (vii) given and made after due notice and opportunity for hearing; and (viii) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third Party Release.

#### **B. Article X.E – Exculpation**

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any claims or Causes of Action arising prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of this Plan, the Disclosure Statement, the Restructuring Documents, the DIP Documents, or any contract, instrument, release or other agreement or document created or entered into in connection with this Plan, including the Restructuring Support Agreement, or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or Consummation of this Plan; provided, however, that the foregoing provisions of this exculpation shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, fraud, or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of any Person or Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with this Plan or assumed pursuant to this Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions. The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity. Notwithstanding the foregoing, nothing in this Article X.E shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person or Entity that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in this Plan.

#### **C. Article X.G – Injunction**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER, FROM AND AFTER THE EFFECTIVE DATE, ALL PERSONS AND ENTITIES ARE, TO THE**

FULLEST EXTENT PROVIDED UNDER SECTION 524 AND OTHER APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, PERMANENTLY ENJOINED FROM (I) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY SUIT, ACTION OR OTHER PROCEEDING; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER; (III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE; (IV) ASSERTING A SETOFF OR RIGHT OF SUBROGATION OF ANY KIND; OR (V) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, IN EACH CASE ON ACCOUNT OF OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, EQUITY INTEREST, OR REMEDY RELEASED OR TO BE RELEASED, EXCULPATED OR TO BE EXCULPATED, SETTLED OR TO BE SETTLED OR DISCHARGED OR TO BE DISCHARGED PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER AGAINST ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED). ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASES UNDER SECTION 105 OR SECTION 362 OF THE BANKRUPTCY CODE, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE, SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE.

#### **D. Article X.H – Binding Nature Of Plan**

ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THIS PLAN SHALL BIND, AND SHALL BE DEEMED BINDING UPON, THE DEBTORS, THE REORGANIZED DEBTORS, ANY AND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS, ALL PERSONS AND ENTITIES THAT ARE PARTIES TO OR ARE SUBJECT TO THE SETTLEMENTS, COMPROMISES, RELEASES, EXCULPATIONS, DISCHARGES, AND INJUNCTIONS DESCRIBED IN THIS PLAN, EACH PERSON AND ENTITY ACQUIRING PROPERTY UNDER THIS PLAN, ANY AND ALL NON-DEBTOR PARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES WITH THE DEBTORS AND THE RESPECTIVE SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING WHETHER OR NOT SUCH PERSON OR ENTITY (I) SHALL RECEIVE OR RETAIN ANY PROPERTY, OR INTEREST IN PROPERTY, UNDER THIS PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THIS PLAN, AFFIRMATIVELY VOTED TO REJECT THIS PLAN OR IS CONCLUSIVELY DEEMED TO REJECT THIS PLAN.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE INJUNCTION DOES NOT ENJOIN ANY PARTY UNDER THE RESTRUCTURING SUPPORT AGREEMENT OR THIS PLAN OR UNDER ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE INCLUDED IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN.

**YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.**

#### **Relevant Definitions Related to Release and Exculpation Provisions:**

“*Excluded Parties*” means, collectively, (i) any director, officer, manager, or employee of the Debtors that did not serve in such capacity on or after the Restructuring Support Agreement Effective Date or (ii) any other entity named as a defendant in a pending suit by the Debtors.

“*Exculpated Parties*” means, collectively, in each case in their capacities as such: (a) the Debtors; (b) the Reorganized Debtors; (c) the Prepetition Credit Agreement Agent and the Prepetition Credit Agreement Lenders; (d) the DIP Agent; (e) the DIP Lenders; (f) the Prepetition Notes Indenture Trustee; (g) the Ad Hoc Noteholder Group and the members thereof; (h) the Consenting Noteholders; (i) the Delayed-Draw Commitment Parties; (j) the

Distribution Agents; (k) each Exit Facility Agent; (l) the Exit Facility Lenders; and (m) with respect to each of the foregoing Persons and Entities in clauses (a) through (l), each such Person's and Entity's respective Related Persons, in each case solely in their capacity as such.

*"Indemnified Parties"* means each of the Debtors' and their respective subsidiaries' directors, officers, and managers in their respective capacities as such that served in such capacity on or after the Restructuring Support Agreement Effective Date and is not an Excluded Party.

*"Non-Debtor Releasing Parties"* means, collectively, in each case in their capacities as such: (a) the Prepetition Credit Agreement Agent and the Prepetition Credit Agreement Lenders; (b) the DIP Agent; (c) the DIP Lenders; (d) the Prepetition Notes Indenture Trustee; (e) the Ad Hoc Noteholder Group and the members thereof; (f) the Consenting Noteholders; (g) the Delayed-Draw Commitment Parties; (h) the Distribution Agents; (i) each Exit Facility Agent; (j) the Exit Facility Lenders; (k) those Holders of Claims presumed to accept the Plan that do not affirmatively opt out of the Third Party Release; (l) the Holders of Claims and Old Parent Interests that vote to accept the Plan; (m) the Releasing Old Parent Interestholders; and (n) the Prepetition Noteholders that are not Consenting Noteholders and do not affirmatively opt out of the Third Party Release.

*"Released Party"* means, collectively: (a) the Debtors; (b) the Reorganized Debtors; (c) the Prepetition Credit Agreement Agent and the Prepetition Credit Agreement Lenders; (d) the DIP Agent; (e) the DIP Lenders; (f) the Prepetition Notes Indenture Trustee; (g) the Ad Hoc Noteholder Group and the members thereof in their capacities as such; (h) the Consenting Noteholders; (i) the Delayed-Draw Commitment Parties; (j) the Distribution Agents; (k) each Exit Facility Agent; (l) the Exit Facility Lenders; (m) the Releasing Old Parent Interestholders; and (n) with respect to each of the foregoing Persons and Entities in clauses (a) through (m), each such Person's and Entity's respective Related Persons, in each case solely in their capacity as such; provided, however, that the Released Parties shall not include any Excluded Parties.

## ANNEX A

**YOUR NOMINEE MAY HAVE CHECKED A BOX BELOW TO INDICATE THE CUSIP TO WHICH THIS BENEFICIAL HOLDER BALLOT PERTAINS, OR OTHERWISE PROVIDED THAT INFORMATION TO YOU ON A LABEL OR SCHEDULE ATTACHED TO THIS BENEFICIAL HOLDER BALLOT.**

**IF YOUR NOMINEE HAS NOT CHECKED ONE BOX BELOW, PLEASE CHECK THE APPROPRIATE BOX. IF MORE THAN ONE BOX IN THE CHART BELOW IS CHECKED, YOUR BENEFICIAL HOLDER BALLOT WILL NOT BE TABULATED.**

<b>Prepetition Notes Claims in Class 5 – Prepetition Notes Claims Against Parent and Class 7 – Prepetition Notes Claims Against Affiliate Debtors</b>		
<input type="checkbox"/>	7.125% Sr Unsecured Notes	CUSIP 78412F AP 9 / ISIN US78412FAP99
<input type="checkbox"/>	7.125% Sr Unsecured Notes	CUSIP 78412F AW 4 / ISIN US78412FAW41
<input type="checkbox"/>	7.125% Sr Unsecured Notes	CUSIP U8151E AG 1 / ISIN USU8151EAG18
<input type="checkbox"/>	7.75% Sr Unsecured Notes	CUSIP 78412F AU 8 / ISIN US78412FAU84

## Exhibit E

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:	X	
	:	Chapter 11
	:	
SUPERIOR ENERGY SERVICES, INC., <i>et al.</i> , <sup>1</sup>	:	Case No. 20-_____ (____)
	:	
Debtors.	:	
	:	IMPORTANT: No chapter 11 case has
	:	been commenced as of the date of
	:	distribution of this ballot. This ballot is a
	:	prepetition solicitation of your vote on a
	X	prepackaged plan of reorganization

**MASTER BALLOT FOR NOMINEES OF  
BENEFICIAL HOLDERS OF PREPETITION NOTES CLAIMS IN CLASS 5 – PREPETITION CLAIMS  
AGAINST PARENT AND CLASS 7 – PREPETITION NOTES CLAIMS AGAINST AFFILIATE  
DEBTORS<sup>2</sup>**

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS MASTER  
BALLOT CAREFULLY BEFORE COMPLETING THIS MASTER BALLOT.

**THIS MASTER BALLOT MUST BE COMPLETED, EXECUTED AND RETURNED (ALONG WITH  
COPIES OF BENEFICIAL HOLDER BALLOTS) SO THAT IT IS ACTUALLY RECEIVED BY  
KURTZMAN CARSON CONSULTANTS LLC (THE “VOTING AND CLAIMS AGENT”) ON OR  
BEFORE 5:00 P.M. PREVAILING CENTRAL TIME ON JANUARY 8, 2021 (THE “VOTING  
DEADLINE”).**

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Superior Energy Services, Inc. (9388), SESI, L.L.C. (4124), Superior Energy Services-North America Services, Inc. (5131), Complete Energy Services, Inc. (9295), Warrior Energy Services Corporation (9424), SPN Well Services, Inc. (2682), Pumpco Energy Services, Inc. (7310), 1105 Peters Road, L.L.C. (4198), Connection Technology, L.L.C. (4128), CSI Technologies, LLC (6936), H.B. Rentals, L.C. (7291), International Snubbing Services, L.L.C. (4134), Stabil Drill Specialties, L.L.C. (4138), Superior Energy Services, L.L.C. (4196), Superior Inspection Services, L.L.C. (4991), Wild Well Control, Inc. (3477), Workstrings International, L.L.C. (0390). The Debtors’ address is 1001 Louisiana Street, Suite 2900, Houston, Texas 77002.

<sup>2</sup> See list of applicable CUSIPs/ISINs attached hereto as Annex A.



**IMPORTANT NOTICE REGARDING SOLICITATION OF ELIGIBLE HOLDERS AND NON-ELIGIBLE HOLDERS OF PREPETITION NOTES CLAIMS IN CLASS 5 – PREPETITION NOTES CLAIMS AGAINST PARENT AND CLASS 7 – PREPETITION NOTES CLAIMS AGAINST AFFILIATE DEBTORS<sup>3</sup>**

AS OF THE DATE OF DISTRIBUTION OF THIS MASTER BALLOT, ONLY “ELIGIBLE HOLDERS” ARE ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN.

Following the filing of the Plan with the Bankruptcy Court, the Debtors intend to request the Bankruptcy Court’s approval to solicit votes on the Plan from the Beneficial Holders of Prepetition Notes Claims in Classes 5 and 7 who are “Non-Eligible Holders.” To the extent the Bankruptcy Court approves such request, the Debtors will promptly notify the Beneficial Holders of Prepetition Notes Claims in Classes 5 and 7 of such approval. Prepetition Noteholders who are “Non-Eligible Holders” will be entitled to vote on the Plan and complete this Beneficial Holder Ballot at that time.

An “Eligible Holder” is a Prepetition Noteholder who certifies that they are (i) located inside the United States and are (a) “qualified institutional buyers” (as defined in Rule 144A under the Securities Act) or (b) “accredited investors” (as defined in Rule 501(a) of Regulation D under the Securities Act) or (ii) located outside the United States and are persons other than “U.S. persons” (as defined in Rule 902 under the Securities Act).

A “Non-Eligible Holder” is a Prepetition Noteholder that it is not: (i) a “qualified institutional buyer” (as defined in Rule 144A of the Securities Act); or (ii) a person other than a “U.S. person” (as defined in Rule 902(k) of Regulation S of the Securities Act).

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) are soliciting votes with respect to the *Joint Prepackaged Plan of Reorganization for Superior Energy Services, Inc. and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* (as may be amended from time to time, the “**Plan**”) as set forth in the Disclosure Statement for the Plan (as may be amended from time to time, the “**Disclosure Statement**”). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan. Moreover, in the event of any conflict, inconsistency or discrepancy between statements contained herein and any statements in the Plan (as may be amended), the Plan (as may be amended) will govern and control for all purposes.

This Master Ballot is being sent to you because the Debtors’ records indicate that, as of the close of business on December 3, 2020 (the “**Voting Record Date**”), you are a bank, brokerage firm, or the agent thereof (each, an “**Nominee**”) of one or more beneficial holders (collectively, the “**Beneficial Holders**”) of those certain 7.125% senior unsecured notes due 2021 and those certain 7.750% senior unsecured notes due 2024, SESI, L.L.C. pursuant to the applicable Prepetition Notes Indentures, in an aggregate principal amount of \$1.30 billion, (collectively, the “**Prepetition Notes**”).

As a Nominee, you are required, within five (5) business days of your receipt of the Solicitation Packages in which this Master Ballot was included, to deliver a Solicitation Package, including a Beneficial Holder Ballot, to each Beneficial Holder for whom you hold Prepetition Notes as of the Voting Record Date and take any action required to enable such Beneficial Holder to timely vote its Claim to accept or reject the Plan. You should include in each Solicitation Package a return envelope addressed to you, or otherwise provide customary return instructions. With respect to any Beneficial Holder Ballots returned to you, you must (1) execute this Master Ballot so as to reflect the voting instructions given to you, the Third Party Release election, the Cash Opt-Out Election, and the indication of interest in the Equity Rights Offering, if applicable set forth in the Beneficial Holder Ballots by the Beneficial Holders

<sup>3</sup> As used herein, “**Prepetition Notes Claims**” means collectively, the Prepetition Notes Claims Against Parent in Class 5 and the Prepetition Notes Claims Against Affiliate Debtors in Class 7.

for whom you hold Prepetition Notes and (2) forward this Master Ballot to the Voting and Claims Agent in accordance with the Master Ballot Instructions accompanying this Master Ballot.

If you are the Beneficial Holder of any Prepetition Notes and you wish to vote such Prepetition Notes, you MUST complete a Master Ballot and return it along with copies of the Beneficial Holder Ballot to the Voting and Claims Agent prior to the Voting Deadline.

If you need to obtain additional solicitation materials, you may contact the Debtors' Voting and Claims Agent by: (1) visiting the Debtors' restructuring website at [www.kccllc.net/superior](http://www.kccllc.net/superior); (2) writing to Superior Energy Services Balloting Center, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; and/or (3) calling the Debtors' restructuring hotline at (888) 802-7207 (Toll Free) (781) 575-2107 (International). You may also obtain these documents (other than a Ballot) and any other pleadings filed in the Debtors' Chapter 11 Cases (once the Chapter 11 Cases are commenced and for a fee) via PACER at: <https://www.txs.uscourts.gov/bankruptcy>.

This Master Ballot may not be used for any purpose other than (i) casting votes to accept or reject the Plan, (ii) transmitting the Third Party Release elections, (iii) transmitting the Cash Opt-Out Election, if applicable and (iv) indicating an interest in receiving the Equity Rights Offering Materials (as defined below), if applicable. If you believe you have received this Master Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Voting and Claims Agent immediately at the address or telephone number set forth above.

**If the Voting and Claims Agent does not actually receive this Master Ballot on or before the Voting Deadline, which is 5:00 p.m. prevailing Central Time on January 8, 2021, then the Beneficial Holders' votes transmitted on such Master Ballot will NOT be counted.**

Before completing this Master Ballot, please read and follow the enclosed "Instructions for Completing this Master Ballot" carefully to ensure that you complete, execute and return this Master Ballot properly.

ARTICLE X OF THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, WHICH ARE SET FORTH AT THE END OF THIS BALLOT. YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY.

**Item 1. Certification of Authority to Vote.**

The undersigned hereby certifies that, as of the Voting Record Date (the close of business on December 3, 2020), the undersigned (please check the applicable box):

- ☐ is a Nominee for the Beneficial Holders of the aggregate principal amount of Prepetition Notes Claims in Class 5 – Prepetition Notes Claims Against Parent and Class 7 – Prepetition Notes Claims Against Affiliate Debtors listed in Item 2 below and is the registered Holder of the Prepetition Notes Claims represented by any such Prepetition Notes Claims in Class 5 and Class 7; or
- ☐ is acting under a power of attorney and/or agency agreement (a copy of which will be provided upon request) granted by a Nominee that is the registered Holder of the aggregate principal amount of Prepetition Notes Claims in Class 5 and Class 7 listed in Item 2 below; or
- ☐ has been granted a proxy (an original of which is annexed hereto) from (1) a Nominee or (2) a Beneficial Holder, that is the registered Holder of the aggregate amount of the Prepetition Notes Claims in Class 5 and Class 7 listed in Item 2 below;

and, accordingly, has full power and authority to vote to accept or reject the Plan on behalf of the Beneficial Holders of the Prepetition Notes Claims in Class 5 and Class 7 described in Item 2 below.

**Item 2. Class 5 – Prepetition Notes Claims Against Parent and Class 7 – Prepetition Notes Claims Against Affiliate Debtors Claims Vote.**

The undersigned transmits the following votes of Beneficial Holders in respect of their Prepetition Notes Claims in Class 5 – Prepetition Notes Claims Against Parent and Class 7 – Prepetition Notes Claims Against Affiliate Debtors. The undersigned certifies that the following Beneficial Holders of Prepetition Notes Claims in Class 5 and Class 7, as identified by their respective customer account numbers set forth below, are Beneficial Holders of the Debtors’ Prepetition Notes as of the Voting Record Date and have delivered to the undersigned, as Nominee, Beneficial Holder Ballots or other customary and acceptable forms for conveying votes.

To Properly Complete the Following Table: Mark the applicable CUSIP on Annex A and indicate in the appropriate column below the aggregate principal amount of Prepetition Notes voted for each account (please use additional sheets of paper if necessary and, if possible, attach such information to this Master Ballot in the form of the following table). Please note: (1) each account of a Beneficial Holder must vote all such Beneficial Holder’s Prepetition Notes Claims to accept or reject the Plan and may not split such vote; and (2) do not count any Beneficial Holder Ballot executed by the Beneficial Holder that does not indicate an acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan.

Your Customer Account Number For Each Beneficial Holder of Voting Prepetition Notes Claims in Class 5 (Prepetition Notes Claims Against Parent) and Class 7 (Prepetition Notes Claims Against Affiliate Debtors)		Face Amount of Prepetition Notes In order to vote on the Plan, the Beneficial Holder must have checked a box in Item 2 on the Beneficial Holder Ballot to ACCEPT or REJECT the Plan. In addition, if the Beneficial Holder returned a signed Beneficial Holder Ballot but did not check a box in Item 2 or checked both boxes in Item 2, the Beneficial Holder Ballot will not be counted for purposes of determining acceptance or rejection of the Plan.		Consent to Third Party Release Check Below if Beneficial Holder check the “Opt-Out Election” box in Item 2 on the Beneficial Holder Ballot?	VOI Number from DTC for each Account making Cash Opt-Out Election <sup>4</sup>	The customer has made the Cash Opt-Out Election (YES)	The customer expressed interest in participating in the Equity Rights Offering in Item 4 of Beneficial Holder Ballot (YES)
		ACCEPT THE PLAN	REJECT THE PLAN				
1.		\$	\$	<input type="checkbox"/>			
2.		\$	\$	<input type="checkbox"/>			
3.		\$	\$	<input type="checkbox"/>			
4.		\$	\$	<input type="checkbox"/>			
5.		\$	\$	<input type="checkbox"/>			
6.		\$	\$	<input type="checkbox"/>			
7.		\$	\$	<input type="checkbox"/>			
8.		\$	\$	<input type="checkbox"/>			
9.		\$	\$	<input type="checkbox"/>			
10.		\$	\$	<input type="checkbox"/>			
	<b>TOTALS:</b>	\$	\$	<input type="checkbox"/>			

<sup>4</sup> The underlying principal amount of Prepetition Notes Claims held by those Beneficial Holders electing to making the Cash Opt-Out Election are to be tendered into the account established at The Depository Trust Company (“DTC”) for such purpose. Input the corresponding VOI number received from DTC in the appropriate column in the table above if the Beneficial Holder has delivered instructions to make the Cash Opt-Out Election. Prepetition Notes Claims may not be withdrawn from the account once tendered. No further trading will be permitted in the Prepetition Notes Claims held in the account at DTC. If the Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all Prepetition Notes Claims held in the account to the applicable Nominee for credit to the account of the applicable Beneficial Holder.

**Item 3. Certification as to Transcription of Information from Item 3 of the Beneficial Holder Ballots as to Class 5 – Prepetition Notes Claims Against Parent and Class 7 – Prepetition Notes Claims Against Affiliate Debtors Voted Through Other Beneficial Holder Ballots.**

The undersigned certifies that it has transcribed in the following table the information, if any, provided by Beneficial Holders in Item 5 of each of the Beneficial Holder's original Beneficial Holder Ballots, identifying any Prepetition Notes Claims in Class 5 and Class 7 for which such Beneficial Holders have submitted other Beneficial Holder Ballots other than to the undersigned:

Your Customer Account Number For Each Beneficial Holder of Voting Prepetition Notes Claims in Class 5 – Prepetition Notes Claims Against Parent and Class 7 – Prepetition Notes Claims Against Affiliate Debtors		TRANSCRIBE FROM ITEM 5 OF THE BENEFICIAL HOLDER BALLOTS:				CUSIP
		Account Number	Name of Nominee	Name of Holder	Principal Amount of Other Prepetition Notes Claims Voted in Class 5 and Class 7	
1.					\$	
2.					\$	
3.					\$	
4.					\$	
5.					\$	
6.					\$	
7.					\$	
8.					\$	
9.					\$	
10.					\$	

**Item 4. Certification.**

By signing this Master Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

- (a) it has received a copy of the Disclosure Statement, the Beneficial Holder Ballots and the Solicitation Package and has delivered the same to the Beneficial Holders listed on the Beneficial Holder Ballots;
- (b) it has received a completed and signed Beneficial Holder Ballot (or otherwise accepted and customary form for the conveyance of a vote) from each Beneficial Holder listed in Item 2 of this Master Ballot;
- (c) it is the registered Holder of the Prepetition Notes being voted;

- (d) it has been authorized by each such Beneficial Holder to vote on the Plan and to make applicable elections;
- (e) it has properly disclosed:
  - i) the number of Beneficial Holders who completed Beneficial Holder Ballots;
  - ii) the respective amounts of the Prepetition Notes Claims in Class 5 and Class 7 owned, as the case may be, by each Beneficial Holder who completed a Beneficial Holder Ballot;
  - iii) each such Beneficial Holder's respective vote concerning the Plan and election to opt-out or not to opt-out of the Third Party Release;
  - iv) each such Beneficial Holder's respective Cash Opt-Out Election;
  - v) each such Beneficial Holder's certification as to other Prepetition Notes Claims in Class 5 and Class 7 voted (including votes under multiple CUSIPs); and
  - vi) the customer account or other identification number for each such Beneficial Holder;
- (f) each such Beneficial Holder has certified to the undersigned that it is eligible to vote on the Plan; and
- (g) it will maintain Beneficial Holder Ballots and evidence of separate transactions returned by Beneficial Holders (whether properly completed or defective) for at least one year after the Effective Date of the Plan and disclose all such information to the Bankruptcy Court or the Debtors, as the case may be, if so ordered.

Name of Nominee:		(Print or Type)
DTC Participant Number:		
Name of Proxy Holder or Agent for Nominee:		(Print or Type)
Social Security or Federal Tax Identification Number:		
Signature:		
Name of Signatory:		(If other than Nominee)
Title:		
Address:		
Date Completed:		

**PLEASE COMPLETE, SIGN, AND DATE THIS MASTER BALLOT AND RETURN IT (ALONG WITH COPIES OF BENEFICIAL HOLDER BALLOTS) PROMPTLY VIA EMAIL, FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:**

Superior Energy Services Balloting Center  
 c/o Kurtzman Carson Consultants LLC  
 222 N. Pacific Coast Highway, Suite 300,  
 El Segundo, CA 90245

Email: SuperiorEnergyInfo@kccllc.com

If you have any questions on the procedures for voting on the Plan, please call the Voting and Claims Agent at: (877) 499-4509 (Toll Free) (917) 281-4800 (International).

**IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE THIS MASTER BALLOT (ALONG WITH COPIES OF BENEFICIAL HOLDER BALLOTS) ON OR BEFORE 5:00 P.M. PREVAILING CENTRAL TIME ON JANUARY 8, 2021, THE VOTES CAST HEREBY WILL NOT BE COUNTED.**

**MASTER BALLOTS MAY BE SUBMITTED BY EMAIL TO:** *SuperiorEnergyInfo@kccllc.com*

**THE VOTING DEADLINE, AMONG OTHER DATES, IS SUBJECT TO EXTENSION AS SET FORTH IN THE PLAN**

**Nominees of Beneficial Holders of Prepetition Notes Claims in Class 5 – Prepetition Notes Claims Against Parent and Class 7 – Prepetition Notes Claims Against Affiliate Debtors**

#### **INSTRUCTIONS FOR COMPLETING THIS MASTER BALLOT**

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in the Master Ballot or in these instructions (the “**Master Ballot Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan, a copy of which also accompanies the Master Ballot.

#### **HOW TO VOTE:**

1. WITHIN FIVE (5) BUSINESS DAYS OF YOUR RECEIPT OF THE SOLICITATION PACKAGES, YOU MUST DISTRIBUTE SOLICITATION PACKAGE(S), INCLUDING BENEFICIAL HOLDERS BALLOTS, TO EACH BENEFICIAL HOLDER OF PREPETITION NOTES CLAIMS IN CLASS 5 AND CLASS 7 AS OF THE VOTING RECORD DATE AND TAKE ANY ACTION REQUIRED TO ENABLE EACH SUCH BENEFICIAL HOLDER TO TIMELY VOTE THEIR CLAIMS.
2. IF YOU ARE THE BENEFICIAL HOLDER OF ANY PRINCIPAL AMOUNT OF THE PREPETITION NOTES AND YOU WISH TO VOTE ANY PREPETITION NOTES CLAIMS IN CLASS 5 AND CLASS 7 ON ACCOUNT THEREOF, THEN YOU **MUST** COMPLETE AND EXECUTE AN INDIVIDUAL BENEFICIAL HOLDER BALLOT AND RETURN THE SAME TO THE VOTING AND CLAIMS AGENT IN ACCORDANCE WITH THESE INSTRUCTIONS AND THE INSTRUCTIONS ATTACHED TO SUCH BENEFICIAL HOLDER BALLOT.
3. IF YOU ARE TRANSMITTING THE VOTES OF ANY BENEFICIAL HOLDERS OTHER THAN YOURSELF (I.E. YOU ARE A NOMINEE), YOU SHOULD FOLLOW THE INSTRUCTIONS IN PARAGRAPH 4 BELOW.



4. TO SUBMIT A MASTER BALLOT (ALONG WITH COPIES OF BENEFICIAL HOLDER BALLOTS), YOU MUST:
- i. immediately forward the Solicitation Package(s) sent to you by the Voting and Claims Agent to each Beneficial Holder for voting, including: (a) the Beneficial Holder Ballot; (b) a return envelope addressed to the Nominee, if applicable; and (c) clear instructions stating that Beneficial Holders must return their Beneficial Holder Ballot directly to the Nominee so that it is actually received by the Nominee with enough time for the Nominee to prepare the Master Ballot in accordance with paragraph (ii) directly below and return the Master Ballot (along with copies of Beneficial Holder Ballots) to the Voting and Claims Agent so it is actually received by the Voting and Claims Agent on or before the Voting Deadline; and
  - ii. upon receipt of completed, executed Beneficial Holder Ballots returned to you by a Beneficial Holder you must:
    - CHECK THE APPROPRIATE BOX IN ITEM 1 OF THE MASTER BALLOT;
    - COMPILE AND VALIDATE THE VOTES, ELECTIONS, AND OTHER RELEVANT INFORMATION OF EACH SUCH BENEFICIAL HOLDER IN ITEM 2 AND ITEM 3 OF THE MASTER BALLOT USING THE CUSTOMER ACCOUNT NUMBER OR OTHER IDENTIFICATION NUMBER ASSIGNED BY YOU TO EACH SUCH BENEFICIAL HOLDER;
    - DATE AND EXECUTE THE MASTER BALLOT;
    - TRANSMIT SUCH MASTER BALLOT (ALONG WITH COPIES OF BENEFICIAL HOLDER BALLOTS) TO THE VOTING AND CLAIMS AGENT BY THE VOTING DEADLINE; AND
    - RETAIN SUCH BENEFICIAL HOLDER BALLOTS IN YOUR FILES FOR A PERIOD OF AT LEAST ONE YEAR AFTER THE EFFECTIVE DATE OF THE PLAN (AS YOU MAY BE ORDERED TO PRODUCE THE BENEFICIAL HOLDER BALLOTS TO THE DEBTORS OR THE BANKRUPTCY COURT).<sup>5</sup>
5. IF A MASTER BALLOT IS RECEIVED AFTER THE VOTING DEADLINE, IT WILL NOT BE COUNTED, UNLESS THE DEBTORS HAVE GRANTED AN EXTENSION OF THE VOTING DEADLINE IN WRITING WITH RESPECT TO SUCH MASTER BALLOT. ADDITIONALLY, THE FOLLOWING MASTER BALLOTS (AND THEREFORE BENEFICIAL HOLDER BALLOTS REFLECTED THEREON) WILL NOT BE COUNTED:
- any Master Ballot that is illegible or contains insufficient information to permit the identification of the claimant;

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<sup>5</sup> In addition, you are authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with your customary practices, including the use of a “voting instruction form” in lieu of (or in addition to) a Beneficial Owner Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means.

- any Master Ballot cast by a person or entity that does not hold a claim in a class that is entitled to vote to accept or reject the Plan;
  - any Master Ballot cast for a claim listed in the Schedules as contingent, unliquidated or disputed for which the applicable bar date has passed and no proof of claim was timely filed;
  - any Master Ballot that (a) is properly completed, executed and timely filed, but does not indicate an acceptance or rejection of the Plan, or (b) indicates both an acceptance and rejection of the Plan, or (c) partially accepts and partially rejects the Plan;
  - any Master Ballot cast for a Claim that is subject to an objection pending as of the Voting Record Date (except as otherwise provided in the Disclosure Statement);
  - any Master Ballot sent to the Debtors, the Debtors' agents/representatives (other than the Voting and Claims Agent), any indenture trustee or the Debtors' financial or legal advisors;
  - any unsigned Master Ballot; or
  - any Master Ballot not cast in accordance with the procedures described herein and in the Disclosure Statement.
6. THE VOTING AMOUNTS FOR CLAIMS IN CLASSES 5 AND 7 WILL BE THE PRINCIPAL AMOUNT OF PREPETITION NOTES HELD BY EACH DIRECTLY REGISTERED HOLDER AS OF THE VOTING RECORD DATE AS REFLECTED IN THE BOOKS AND RECORDS OF THE INDENTURE TRUSTEE FOR THE DEBTORS' PREPETITION NOTES OR, AS THE CASE MAY BE, IN THE AMOUNT OF THE PREPETITION NOTES HELD BY EACH BENEFICIAL HOLDER THROUGH ITS NOMINEE AS OF THE VOTING RECORD DATE AS REFLECTED IN THE SECURITIES POSITION REPORT(S) FROM DTC.
7. ANY BALLOT RETURNED TO YOU BY A BENEFICIAL HOLDER OF A CLAIM SHALL NOT BE COUNTED FOR PURPOSES OF ACCEPTING OR REJECTING THE PLAN UNTIL YOU PROPERLY COMPLETE AND DELIVER TO THE VOTING AND CLAIMS AGENT A MASTER BALLOT (ALONG WITH COPIES OF BENEFICIAL HOLDER BALLOTS) THAT REFLECTS THE VOTE OF SUCH BENEFICIAL HOLDERS BY THE VOTING DEADLINE OR OTHERWISE VALIDATE THE BENEFICIAL HOLDER BALLOT IN A MANNER ACCEPTABLE TO THE VOTING AND CLAIMS AGENT.
8. THE METHOD OF DELIVERY OF MASTER BALLOTS TO THE VOTING AND CLAIMS AGENT IS AT THE ELECTION AND RISK OF EACH NOMINEE. EXCEPT AS OTHERWISE PROVIDED HEREIN, SUCH DELIVERY WILL BE DEEMED MADE ONLY WHEN THE VOTING AND CLAIMS AGENT ACTUALLY RECEIVES THE ORIGINALLY EXECUTED MASTER BALLOT. INSTEAD OF EFFECTING DELIVERY BY FIRST-CLASS MAIL, IT IS RECOMMENDED, THOUGH NOT REQUIRED, THAT NOMINEES USE AN OVERNIGHT OR HAND DELIVERY SERVICE OR SUBMIT THEIR BALLOTS VIA EMAIL. IN ALL CASES, NOMINEES SHOULD ALLOW SUFFICIENT TIME TO ASSURE TIMELY DELIVERY.
9. IF MULTIPLE MASTER BALLOTS ARE RECEIVED FROM THE SAME NOMINEE WITH RESPECT TO THE SAME BENEFICIAL HOLDER BALLOT BELONGING TO A BENEFICIAL HOLDER OF A CLAIM PRIOR TO THE VOTING DEADLINE, THE LAST MASTER BALLOT TIMELY RECEIVED WILL SUPERSEDE AND REVOKE ANY EARLIER RECEIVED MASTER BALLOTS. IF YOU RECEIVE MORE THAN ONE BENEFICIAL HOLDER BALLOT FROM THE SAME BENEFICIAL HOLDER, THE LATEST DATED BENEFICIAL HOLDER BALLOT YOU RECEIVE BEFORE YOU SUBMIT THE MASTER BALLOT SHALL BE DEEMED TO SUPERSEDE ANY PRIOR BENEFICIAL HOLDER BALLOTS SUBMITTED BY SUCH BENEFICIAL HOLDER AND YOU SHOULD COMPLETE THE MASTER BALLOT ACCORDINGLY.

10. THE MASTER BALLOT IS NOT A LETTER OF TRANSMITTAL AND MAY NOT BE USED FOR ANY PURPOSE OTHER THAN AS PRESCRIBED HEREIN. ACCORDINGLY, AT THIS TIME, HOLDERS OF CLAIMS SHOULD NOT SURRENDER CERTIFICATES OR INSTRUMENTS REPRESENTING OR EVIDENCING THEIR CLAIMS AND YOU SHOULD NOT ACCEPT DELIVERY OF ANY SUCH CERTIFICATES OR INSTRUMENTS SURRENDERED TOGETHER WITH A BENEFICIAL HOLDER BALLOT.
11. THIS MASTER BALLOT DOES NOT CONSTITUTE, AND SHALL NOT BE DEEMED TO BE, (A) A PROOF OF CLAIM OR (B) AN ASSERTION OR ADMISSION OF A CLAIM.
12. PLEASE BE SURE TO PROPERLY EXECUTE YOUR MASTER BALLOT. YOU MUST: (A) SIGN AND DATE YOUR MASTER BALLOT; (B) IF APPLICABLE, INDICATE THAT YOU ARE SIGNING A MASTER BALLOT IN YOUR CAPACITY AS A TRUSTEE, EXECUTOR, ADMINISTRATOR, GUARDIAN, ATTORNEY IN FACT, OFFICER OF A CORPORATION OR OTHERWISE ACTING IN A FIDUCIARY OR REPRESENTATIVE CAPACITY AND, IF REQUIRED OR REQUESTED BY THE VOTING AND CLAIMS AGENT, THE DEBTORS OR THE BANKRUPTCY COURT, SUBMIT PROPER EVIDENCE TO THE REQUESTING PARTY TO SO ACT ON BEHALF OF SUCH BENEFICIAL HOLDER; AND (C) PROVIDE YOUR NAME AND MAILING ADDRESS IF IT IS DIFFERENT FROM THAT SET FORTH ON THE ATTACHED MAILING LABEL OR IF NO SUCH MAILING LABEL IS ATTACHED TO THE MASTER BALLOT.
13. NO FEES OR COMMISSIONS OR OTHER REMUNERATION WILL BE PAYABLE TO ANY NOMINEE FOR SOLICITING BENEFICIAL HOLDER BALLOTS ACCEPTING OR REJECTING THE PLAN. THE DEBTORS WILL, HOWEVER, UPON REQUEST, REIMBURSE YOU FOR CUSTOMARY MAILING AND HANDLING EXPENSES INCURRED BY YOU IN FORWARDING THE BENEFICIAL HOLDER BALLOTS AND OTHER ENCLOSED MATERIALS TO YOUR CUSTOMERS.

**PLEASE RETURN YOUR MASTER BALLOT PROMPTLY!**

**IF YOU HAVE ANY QUESTIONS REGARDING THIS MASTER BALLOT  
OR THE VOTING INSTRUCTIONS OR PROCEDURES, PLEASE CONTACT**

**THE VOTING AND CLAIMS AGENT AT: (877) 499-4509 (U.S./Canada) or (917) 281-4800 (international)**

**Or via email: [SuperiorEnergyInfo@kccellc.com](mailto:SuperiorEnergyInfo@kccellc.com).**

<p><b>NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER ENTITY THE AGENT OF THE DEBTORS OR THE VOTING AND CLAIMS AGENT OR AUTHORIZE YOU OR ANY OTHER ENTITY TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF THE DEBTORS WITH RESPECT TO THE PLAN.</b></p>
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**IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE THIS MASTER BALLOT (ALONG WITH COPIES OF BENEFICIAL HOLDER BALLOTS) ON OR BEFORE THE VOTING DEADLINE, WHICH IS 5:00 P.M. PREVAILING CENTRAL TIME ON JANUARY 8, 2021, THEN THE VOTES TRANSMITTED THEREBY WILL NOT BE COUNTED.**

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, REGARDING THE DEBTORS OR THE PLAN, OTHER THAN WHAT IS CONTAINED IN THE SOLICITATION PACKAGE MAILED HERewith.

## RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS CONTAINED IN THE PLAN

## A. Article X.B – Release of Claims and Causes of Action

1. ***Release by the Debtors and their Estates.*** Pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, and except as otherwise expressly provided in this Plan, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, the Debtors and the Reorganized Debtors, in their respective individual capacities and as debtors-in-possession, and on behalf of themselves and their respective Estates, including, without limitation, any successor to the Debtors or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code (collectively, the “**Debtor Releasing Parties**”), shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Debtor Releasing Parties) and their respective assets and properties (the “**Debtor Release**”) from any and all Claims, interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors (including the management, ownership or operation thereof) or their Affiliates, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, this Plan, the Plan Supplement, the Restructuring Support Agreement, the Restructuring Documents, the Prepetition Debt Documents, and the DIP Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation, preparation dissemination, entry into, or filing of the Restructuring Support Agreement, this Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, the Prepetition Debt Documents, the DIP Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of this Plan, the solicitation of votes on this Plan or the issuance or distribution of Plan Securities pursuant to this Plan that such Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) or that any Holder of a Claim or Equity Interest or other Person or Entity would have been legally entitled to assert for, or on behalf or in the name of, any Debtor, its respective Estate or any Reorganized Debtor (whether directly or derivatively) against any of the Released Parties; ***provided, however,*** that the foregoing provisions of this Debtor Release shall not operate to waive or release (i) the rights of such Debtor Releasing Party to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan (including, without limitation, the Exit Facility Loan Documents) or assumed or assumed and assigned, as applicable, pursuant to this Plan or pursuant to a Final Order of the Bankruptcy Court, (ii) any Causes of Action arising from willful misconduct, fraud, or gross negligence, in each case as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction, and (iii) any claims against the Excluded Parties. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity and the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this **Article X.B** shall or shall be deemed to (i) prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person or Entity that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors and/or (ii) operate as a release or waiver of any Intercompany Claims, in each case unless otherwise expressly provided for in this Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the Claims released by the Debtor Release; (iii) in the best interest of the Debtors and their Estates; (iv) fair, equitable and reasonable; (v) given and made after due notice and opportunity for hearing; and (vi) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any claim or Cause of Action released pursuant to the Debtor Release.

2. *Release By Third Parties.* Except as otherwise expressly provided in this Plan, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor Releasing Parties above, each Non-Debtor Releasing Party (together with the Debtor Releasing Parties, the "Releasing Parties") shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Non-Debtor Releasing Parties) and their respective assets and properties (the "Third Party Release") from any and all Claims, interests, Causes of Action, and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors (including the management, ownership or operation thereof) or their Affiliates, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, this Plan, the Plan Supplement, the Restructuring Support Agreement, the Restructuring Documents, the Prepetition Debt Documents, and the DIP Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation, preparation, dissemination, entry into or filing of the Restructuring Support Agreement, this Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, the Prepetition Debt Documents, the DIP Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of this Plan, the solicitation of votes on this Plan or the issuance or distribution of Plan Securities pursuant to this Plan that such Non-Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties; *provided, however*, that the foregoing provisions of this Third Party Release shall not operate to waive or release (i) the rights of such Non-Debtor Releasing Party to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan (including, without limitation, the Exit Facility Loan Documents) or assumed or assumed and assigned, as applicable, pursuant to this Plan or pursuant to a Final Order of the Bankruptcy Court or (ii) any Causes of Action arising from willful misconduct, fraud, or gross negligence, in each case as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity and the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third Party Release.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third Party Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Third Party Release is: (i) consensual; (ii) essential to the confirmation of this Plan; (iii) in exchange for the good and valuable consideration provided by the Released Parties; (iv) a good faith settlement and compromise of the Claims released by the Third Party Release; (v) in the best interest of the Debtors and all Holders of Claims and Equity Interests; (vi) fair, equitable and reasonable; (vii) given and made after due notice and opportunity



for hearing; and (viii) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third Party Release.

**B. Article X.E – Exculpation**

Effective as of the Effective Date, to the fullest extent permitted by law, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any claims or Causes of Action arising prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of this Plan, the Disclosure Statement, the Restructuring Documents, the DIP Documents, or any contract, instrument, release or other agreement or document created or entered into in connection with this Plan, including the Restructuring Support Agreement, or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or Consummation of this Plan; *provided, however*, that the foregoing provisions of this exculpation shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, fraud, or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of any Person or Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with this Plan or assumed pursuant to this Plan or Final Order of the Bankruptcy Court; *provided, further*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions. The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity. Notwithstanding the foregoing, nothing in this Article X.E shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person or Entity that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in this Plan.

**C. Article X.G – Injunction**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER, FROM AND AFTER THE EFFECTIVE DATE, ALL PERSONS AND ENTITIES ARE, TO THE FULLEST EXTENT PROVIDED UNDER SECTION 524 AND OTHER APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, PERMANENTLY ENJOINED FROM (I) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY SUIT, ACTION OR OTHER PROCEEDING; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER; (III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE; (IV) ASSERTING A SETOFF OR RIGHT OF SUBROGATION OF ANY KIND; OR (V) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, IN EACH CASE ON ACCOUNT OF OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, EQUITY INTEREST, OR REMEDY RELEASED OR TO BE RELEASED, EXCULPATED OR TO BE EXCULPATED, SETTLED OR TO BE SETTLED OR DISCHARGED OR TO BE DISCHARGED PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER AGAINST ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED). ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASES UNDER SECTION 105 OR SECTION 362 OF THE BANKRUPTCY CODE, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE, SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE.**

**D. Article X.H – Binding Nature Of Plan**

**ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THIS PLAN SHALL BIND, AND SHALL BE DEEMED BINDING UPON, THE DEBTORS, THE REORGANIZED DEBTORS, ANY AND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS, ALL PERSONS AND ENTITIES THAT ARE PARTIES TO OR ARE SUBJECT TO THE**

SETTLEMENTS, COMPROMISES, RELEASES, EXCULPATIONS, DISCHARGES, AND INJUNCTIONS DESCRIBED IN THIS PLAN, EACH PERSON AND ENTITY ACQUIRING PROPERTY UNDER THIS PLAN, ANY AND ALL NON-DEBTOR PARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES WITH THE DEBTORS AND THE RESPECTIVE SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING WHETHER OR NOT SUCH PERSON OR ENTITY (I) SHALL RECEIVE OR RETAIN ANY PROPERTY, OR INTEREST IN PROPERTY, UNDER THIS PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THIS PLAN, AFFIRMATIVELY VOTED TO REJECT THIS PLAN OR IS CONCLUSIVELY DEEMED TO REJECT THIS PLAN.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE INJUNCTION DOES NOT ENJOIN ANY PARTY UNDER THE RESTRUCTURING SUPPORT AGREEMENT OR THIS PLAN OR UNDER ANY DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE INCLUDED IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THIS PLAN.

**YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.**

**Relevant Definitions Related to Release and Exculpation Provisions:**

“*Excluded Parties*” means, collectively, (i) any director, officer, manager, or employee of the Debtors that did not serve in such capacity on or after the Restructuring Support Agreement Effective Date or (ii) any other entity named as a defendant in a pending suit by the Debtors.

“*Exculpated Parties*” means, collectively, in each case in their capacities as such: (a) the Debtors; (b) the Reorganized Debtors; (c) the Prepetition Credit Agreement Agent and the Prepetition Credit Agreement Lenders; (d) the DIP Agent; (e) the DIP Lenders; (f) the Prepetition Notes Indenture Trustee; (g) the Ad Hoc Noteholder Group and the members thereof; (h) the Consenting Noteholders; (i) the Delayed-Draw Commitment Parties; (j) the Distribution Agents; (k) each Exit Facility Agent; (l) the Exit Facility Lenders; and (m) with respect to each of the foregoing Persons and Entities in clauses (a) through (l), each such Person’s and Entity’s respective Related Persons, in each case solely in their capacity as such.

“*Indemnified Parties*” means each of the Debtors’ and their respective subsidiaries’ directors, officers, and managers in their respective capacities as such that served in such capacity on or after the Restructuring Support Agreement Effective Date and is not an Excluded Party.

“*Non-Debtor Releasing Parties*” means, collectively, in each case in their capacities as such: (a) the Prepetition Credit Agreement Agent and the Prepetition Credit Agreement Lenders; (b) the DIP Agent; (c) the DIP Lenders; (d) the Prepetition Notes Indenture Trustee; (e) the Ad Hoc Noteholder Group and the members thereof; (f) the Consenting Noteholders; (g) the Delayed-Draw Commitment Parties; (h) the Distribution Agents; (i) each Exit Facility Agent; (j) the Exit Facility Lenders; (k) those Holders of Claims presumed to accept the Plan that do not affirmatively opt out of the Third Party Release; (l) the Holders of Claims and Old Parent Interests that vote to accept the Plan; (m) the Releasing Old Parent Interestholders; and (n) the Prepetition Noteholders that are not Consenting Noteholders and do not affirmatively opt out of the Third Party Release.

“*Released Party*” means, collectively: (a) the Debtors; (b) the Reorganized Debtors; (c) the Prepetition Credit Agreement Agent and the Prepetition Credit Agreement Lenders; (d) the DIP Agent; (e) the DIP Lenders; (f) the Prepetition Notes Indenture Trustee; (g) the Ad Hoc Noteholder Group and the members thereof in their capacities as such; (h) the Consenting Noteholders; (i) the Delayed-Draw Commitment Parties; (j) the Distribution Agents; (k) each Exit Facility Agent; (l) the Exit Facility Lenders; (m) the Releasing Old Parent Interestholders; and (n) with respect to each of the foregoing Persons and Entities in clauses (a) through (m), each such Person’s and Entity’s respective Related Persons, in each case solely in their capacity as such; provided, however, that the Released Parties shall not include any Excluded Parties.



### **Annex A**

**Please check one box below to indicate the Plan Class and CUSIP/ISIN to which this Master Ballot pertains (or clearly indicate such information directly on the Master Ballot or on a schedule thereto). If more than one box in the chart below is checked, your Master Ballot will not be tabulated.**

<b>Prepetition Notes Claims in Class 5 – Prepetition Notes Claims Against Parent and Class 7 – Prepetition Notes Claims Against Affiliate Debtors</b>		
<input type="checkbox"/>	7.125% Sr Unsecured Notes	CUSIP 78412F AP 9 / ISIN US78412FAP99
<input type="checkbox"/>	7.125% Sr Unsecured Notes	CUSIP 78412F AW 4 / ISIN US78412FAW41
<input type="checkbox"/>	7.125% Sr Unsecured Notes	CUSIP U8151E AG 1 / ISIN USU8151EAG18
<input type="checkbox"/>	7.75% Sr Unsecured Notes	CUSIP 78412F AU 8 / ISIN US78412FAU84

**Exhibit 17**

**Supplemental Declaration of  
Robert Jordan in Support of KCC Retention Application**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

	X	
In re:	:	Chapter 11
	:	
SUPERIOR ENERGY SERVICES, INC., <i>et al.</i> , <sup>1</sup>	:	Case No. 20-35812 (DRJ)
	:	
Debtors.	:	(Jointly Administered)
	:	
	X	

**SUPPLEMENTAL DECLARATION OF ROBERT JORDAN IN  
SUPPORT OF DEBTORS' APPLICATION FOR ORDER APPOINTING  
KURTZMAN CARSON CONSULTANTS LLC AS CLAIMS, NOTICING,  
AND SOLICITATION AGENT EFFECTIVE AS OF THE PETITION DATE**

I, Robert Jordan, being duly sworn, state the following under penalty of perjury:

1. I am a Senior Managing Director of Corporate Restructuring Services for Kurtzman Carson Consultants LLC ("**KCC**"), whose offices are located at 222 N. Pacific Coast Highway, 3<sup>rd</sup> Floor, El Segundo, California 90245, telephone number (310) 823-9000. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. This declaration (the "**Supplemental Declaration**") is made in support of the Debtors' *Emergency Application for Entry of an Order Authorizing Employment and Retention of*

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Superior Energy Services, Inc. (9388), SESI, L.L.C. (4124), Superior Energy Services-North America Services, Inc. (5131), Complete Energy Services, Inc. (9295), Warrior Energy Services Corporation (9424), SPN Well Services, Inc. (2682), Pumpco Energy Services, Inc. (7310), 1105 Peters Road, L.L.C. (4198), Connection Technology, L.L.C. (4128), CSI Technologies, LLC (6936), H.B. Rentals, L.C. (7291), International Snubbing Services, L.L.C. (4134), Stabil Drill Specialties, L.L.C. (4138), Superior Energy Services, L.L.C. (4196), Superior Inspection Services, L.L.C. (4991), Wild Well Control, Inc. (3477), and Workstrings International, L.L.C. (0390). The Debtors' address is 1001 Louisiana Street, Suite 2900, Houston, Texas 77002.

*Kurtzman Carson Consultants LLC as Claims, Noticing, and Solicitation Agent Effective as of Petition Date* [Docket No. 14] (the “Application”).<sup>2</sup>

3. As stated in the Jordan Declaration, in connection with the preparation of the Jordan Declaration, I caused to be submitted for review by our conflicts system the names of potential parties in interest (the “Parties-in-Interest”) in this case. The list of potential Parties-in-Interest was provided by the Debtors and included the Debtors, the Debtors’ directors and officers, significant stockholders, funded debt lenders, major customers, insurance and surety bond providers, landlords, and litigation counterparties.

4. Upon request by the U.S. Trustee, I hereby submit this Supplemental Declaration attaching, as Exhibit A, the aforementioned list of potential Parties-in-Interest. As stated in the Jordan Declaration, the results of the conflicts check were compiled and reviewed by employees of KCC, under my supervision. At this time, KCC is not aware of any relationship which would present a disqualifying conflict of interest.

5. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: December 7, 2020

/s/ Robert Jordan

Robert Jordan  
Senior Managing Director  
Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, 3<sup>rd</sup> Floor  
El Segundo, California 90245  
Telephone: (310) 823-9000

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<sup>2</sup> Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Application.

**EXHIBIT A**

Parties-in-Interest List

## Appendix 1

### Superior Energy Services, Inc. Master List of Potential Parties in Interest<sup>1</sup>

#### 1. Debtors and Known Affiliates

1105 Peters Road, LLC.	Superior Energy International C.V.
Advanced Oilwell Services, Inc.	Superior Energy Services S.A.
Balance Point Control GmbH	Superior Energy Services - Servicios de
Balance Point Control Limited	Petroleo do Brasil, Ltda.
Balance Point Group B.V.	Superior Energy Services (Australia) Pty.
Complete Energy Services, Inc.	Ltd.
Connection Technology, L.L.C.	Superior Energy Services (Ghana) Limited
CSI Technologies, LLC	Superior Energy Services (KL) Sdn. Bhd.
Guard Drilling Mud Disposal, Inc.	Superior Energy Services (Labuan) Limited
H.B. Rentals L.C.	Superior Energy Services (Norway) AS
Hallin Diving Services Limited	Superior Energy Services (S) Pte. Ltd.
Hallin Marine (UK) Limited	Superior Energy Services (Spain) S.R.L
Hallin Marine Australia Pty Ltd	Superior Energy Services (SPN) B.V.
Hallin Marine Singapore Pte. Ltd.	Superior Energy Services (Thailand) Ltd.
Hallin Marine Systems Limited	Superior Energy Services (UK) Limited
HB Rentals (Singapore) Pte. Ltd.	Superior Energy Services B.V.
HB Rentals Limited	Superior Energy Services Cayman, Ltd.
Ingenieria y Tecnologia de Servicios S.A.S.	Superior Energy Services Colombia SAS
International Snubbing Services, L.L.C.	Superior Energy Services Colombia, LLC
Montana Oil S.A.	Superior Energy Services de Mexico S. de R.
Premier Oilfield Rentals (S) Pte. Ltd.	L de C.V.
PT Hallin Marine Indonesia	Superior Energy Services GP, L.L.C.
PT Superior Energy Services Indonesia	Superior Energy Services Guyana, Inc.
Pumpco Energy Services, Inc.	Superior Energy Services Holdings B.V.
SEMO, L.L.C.	Superior Energy Services Limited
SEMSE, LLC.	Superior Energy Services Malaysia Sdn. Bhd.
Servicios Holdings I, Inc.	Superior Energy Services Saudi Limited
SES Canada, ULC	Superior Energy Services Trinidad Limited
SES Energy Services India Private Limited	Superior Energy Services, Inc.
SES International Holdings C.V.	Superior Energy Services, L.L.C.
SES International Holdings GP, LLC	Superior Energy Services-North America
SES Trinidad L.L.C.	Services, Inc.
SESI Corporate, LLC	Superior Holding, Inc.
SESI Global, LLC	Superior Inspection Services, L.L.C.
SESI, LLC.	Superior West Africa Limited
SPN Well Services, Inc.	Superior-Wild Well Energy Services Limited

<sup>1</sup> This list (and the categories contained herein) are for purposes of a conflicts check and should not be relied upon by any party as a list of creditors or for any other purpose. As listing a party once allows our conflicts specialists to run a check on such party, we have attempted to remove duplicate entries where possible. Accordingly, a party that otherwise would fall under multiple categories is likely to be listed under only one category.

Stabil Drill Specialties, L.L.C.  
Superior Energy Group B.V.

Warrior Energy Services Corporation  
Wild Well Control, Inc.  
Workstrings International (Singapore) Pte.  
Ltd.  
Workstrings International Limited  
Workstrings International, L.L.C.  
Workstrings internationals B.V.

## **2. Debtors' Previous Names (including DBA and Trade Names)**

SPN  
Superior Energy Services of Delaware, Inc.  
A&W Water Service  
Big Mac Tank Trucks  
Brickman Fast Line  
CES SWD Texas  
Complete Energy Services Water Transfer  
and Treatment  
H.B. Rentals of Superior Energy, L.L.C.  
Pumpco Services  
Appalachian Well Service  
Allance Energy Service Company  
Basin Tool  
Biffle Water Well Service  
Brothers Well Service  
BSI Holdings Management  
BWS Vacuum  
C.A.T.S.  
Complete Automated Technology Systems  
Complete Energy Services, Well Service  
Division  
Complete Production Services, Texas  
Division  
Completion Snubbing Services  
SPN Fairway Acquisition, Inc.  
IPS Optimization  
Superior Energy Services Plunger Lift  
Marine Technical Services  
Superior Completion Services  
Superior Well Services  
AWS  
Black Warrior Wireline  
C & S Energy Services  
Concentric Pipe and Tool Rentals  
Rising Star  
SPC Rentals

Femco Services  
Hamm & Phillips Services  
Hamm Management  
High Plains Disposal  
Northern Plains Trucking  
Shale Tank Truck  
Superior Fluid Management, Inc.  
Turner Energy Services  
Turner Energy SWD  
SESI of Delaware, L.L.C.  
Texas CES, Inc.  
Felderhoff Brothers Drilling  
Frac-Mate  
Integrated Production Services  
LEED Energy  
Mercer Heavy Haul  
Mercer Tank Trucks  
Mercer Well Service  
Monument Well Service  
Shale Tank Truck, LP  
Spindletop Production Tools  
SPN Well Services  
SPN Well Services Thru Tubing  
Stride Well Services  
Texas CES  
Texas CES-SWD  
TSWS Well Service  
Warrior Snubbing Services  
Western Bentonite  
Superior Inspection Services of Louisiana,  
L.L.C.  
Sub-Surface Tools  
Superior Pressure Control  
Superior Pumping Services  
Superior Slickline Services



### **3. Bankruptcy Professionals**

Alvarez & Marsal Holdings, LLC  
Hunton Andrews Kurth LLP  
Davis Polk & Wardwell LLP  
Evercore Group LLC  
Johnson Rice & Company LLC

Kurtzman Carson Consultants LLC  
Latham & Watkins LLP  
Ducera Partners LLC  
FTI Consulting  
Simpson Thacher & Bartlett LLP

### **4. Banks/Bondholders/Lenders/Administrative Agents**

Ascribe III Investments LLC  
Bank of America, N.A.  
Bank of New York Mellon Trust Company,  
N.A.  
Bayside Capital  
  
BOG Holdings IV, LLC  
Capital One, National Association  
Citibank, N.A.  
  
Cohanzick Management, LLC  
ERS of Texas  
Glendon Capital Management, L.P.  
Golden Tree Asset Management  
H.I.G. Global Credit Holdings, LLC  
Hancock Whitney Bank  
International Bank of Azerbaijan  
JP Morgan Chase Bank, N.A.

Lonestar Partners, LP  
  
Mudrick Distressed Opportunity Drawdown  
Fund II, L.P.  
National Bank of Kuwait  
Newtyn Management  
Nomura Corporate Research and Asset  
Management, Inc.  
Philadelphia Indemnity Insurance Company  
RBC Capital Markets, LLC  
Royal Bank of Canada  
Safety National Casualty Corporation  
  
Sparebank  
Wells Fargo Bank, N.A.

### **5. Letters of Credit**

Aramco Gulf Operations Company Limited  
.  
Citibank N.A. Pakistan  
Indusind Bank Limited  
JP Morgan Chase Bank, N.A. Riyadh  
Kuwait Oil Company (K.S.C.)  
Liberty Mutual Insurance Company  
Louisiana Office Of Conservation

Louisiana Workforce Commission  
Oil & Gas Development Company Limited  
Oil & Natural Gas Corporation Limited  
Oklahoma Workers' Compensation  
Commission  
Qatar Petroleum  
The Commercial Bank (P.S.Q.C.)  
Zurich American Insurance Company

## **6. Officers and Directors of Debtors and Affiliates**

A. Patrick Bernard	Justin Boyd
Ackerman, Carolina	Labbe, Tessie
Austin Harbour	Lee, Chris T.
Beckley, Stephen E.	Link, Lance
Bernard, Alan P.	Mahler, Bill
Blaine Edwards	Michael M. Mcshane
Bouillion, Harold	Overton, Jean Paul P.
Brian K. Moore	Pappan, Saju
Chaney, Christine	Pat Bernard
Chustz, Tonya	Paul Remson
Courville, Steven	Peter D Kinnear
David D. Dunlap	Peyton, Kerrie P.
Elliott, Gregory D.	Phan, Jennifer N.
Ellis, Bryan	Robert B. Ballard
Factor, Canaan	Robertson, Wayne A.
Gebhardt, Godfred	Sabins, Fred L.
Gray, Kelly	Schilling, Laura
Greg Elliott	Smith, Jr., Barry Edward
Guedry, Donald	Songer, Mark
Hardy, John	Terrence E. Hall
Hardy, Samuel	Thompson, Joe Dean
Hart, David	Toups, Deidre
Hays, Jaime	Vincent, Paul M.
Hermes, Scott	Vinson, Barry
Hillegonds, Jennifer J.	W. Matt Ralls
Hughes, Ronnie D.	Westervelt (Westy) T. Ballard, Jr.
James M. Funk	William (Bill) B. Masters
James W. Spexarth	Wilson, Shanonn
Janiece M. Longoria	

## **7. Significant Equity Holders**

Aristeia Capital, L.L.C.	Monarch Alternative Capital LP
LJH. Ltd.	Warlander Asset Management, LP.
Madison Avenue Partners, LP	

## **8. Parties to Litigation or Pending Litigation**

Aaron Womack	Jimmy Parker
Adan Valdez	John Gronefeld
Adrian Algeribiya	Jonathan Rogers
AIM Trucking	Jose Garza
Allen Channing	Jose Zamora
Alpha Flow, LLC	Kane Hoff

Amy Davis Warner  
 Ariyo Olutayo  
 Artifex Group Oilfield Services, LLC  
 Asmerom Dernas  
 Barry Davis  
 Carlos Ray Kibodeaux  
 Casey Evans  
 Casey Jandrasits  
 Charles Skinner  
 Chris Russo  
 Christopher Siprian  
 Clifford D. Johnson  
 Clinton McClain  
 Clyde Allen  
 Clyde Warner  
 COG Operating, L.L.C.  
 Courtenay Starks  
 Daniel A. Barrera Donis  
 Darren Johns  
 David L. Donaho  
 Dewayne Brown  
 Donna Davis  
 Energy Equity Company, Inc.  
 Eucario Botello  
 Eunice Pillette  
 Evan Blanchard  
 Extreme Technologies, LLC  
 Gabriel Lee Arias  
 Gabriel Rangel  
 Greg Adams  
 Gregory Cook  
 Grupo Petrowahb, S. de R.L. de CV  
 Hammond  
 Iron Horse Supply, LLC  
 Jacob Hendrix  
 Jeremy Luckie  
 Jeremy Valero  
 Jerry Debord  
 Jesse Partin  
 Jesse Tostado

Karl Deshotels  
 Kelland Roul  
 Laptrick Daniels  
 Larry Davis  
 Larry Schwartz  
 Levi Frantom  
 Marcus LeBlanc  
 Maria Nuno  
 Martin A. LeBlanc  
 Michael Jandrasits  
 Milton Tate  
 Norma Luckey  
 Oilfield Specialties, L.L.C.  
 Orange Grove Holdings, L.L.C.  
 Outlaw Pressure Control, LLC  
 Paige Olivier  
 Patricia McLeod  
 Platinum Equipment Rentals  
 Raptor Trucking, LLC  
 Raymond Buford  
 Rolando Munoz, Jr.  
 Rusty Nichols  
 Salas, Adrian  
 Servicios Petrotec, SA de CV  
 Servicios Petrowahb, S. de R.L. de CV  
 Shannon Riddle  
 State of Washington Department of Revenue  
 Stephan Allen  
 Stone Roul  
 Swilley, Jeff  
 Takoda Hlavaty  
 Tri-Wave, Inc.  
 Tyler Lackey  
 Uvaldo Gutierrez  
 Valdez, Adan  
 William Shoemaker  
 Wylie Corporation  
 Wylie Resources, LLC  
 Yida Specialty Steel

## 9. Landlords

3 TIER LAND, LLC  
 4-K Partnership, LLC  
 Agua Dulce, LLC

Hines Interest Limit  
 Hunt The Legacy LLC  
 IRET Properties

ALAN K. HALEY  
Aldridge Brothers, LLC  
Alfred Marez  
AMEN PROPERTIES, LLC  
Angelo Quarture  
ARC GBLMESA001, LLC  
Arc Properties Operating  
Basin Properties LLC  
Bayou Merchandising  
Brickman Brothers Incorporated  
BULLARD LEASING LLC  
Caldera I Bobcat, LLC  
CCAN Family Limited  
Chinook Winds, LLC  
Continental Management Company LLC  
Cougar Drilling Solutions  
ERP Property Holdings  
Farnham & Pfile Company Inc  
Fugitt Business Properties  
G. F. Elite Real Estate Ho  
GEN III ENTERPRISES  
Greg Scott, Inc  
High Hook Enterprises  
Highmark Enertprises

JEVM LLC  
John L Beauprez Ente  
JOHN OLSON  
Kinder Morgan Inc  
Larry E Markland  
Leopard Properties LTD  
Minyard Properties  
MJS Properties LLC  
MRC Global, Inc.  
O'Quinn Realty  
ORANGE OIL,LLC  
PRB Holdings, LLC  
Raptor Investments  
SAYLOR PROPERTIES LL  
Specialty Modular In  
Sterbcow Development Group  
Stonewood Properties  
TDC Clay, L.P  
Timbercreek Real Estate Partners LLC  
Twenty One LLC  
Vanover Enterprise  
Westwinds Village Ap  
Wright Investment Group Inc  
Yellow Fin Rentals LLC

#### **10. Material Contract Counterparties**

ARCP ID Mesa Portfolio, LLC  
B-29 Properties, LLC  
Vereit, Inc.

#### **11. Insurance**

AIG  
Alesco  
Allianze  
Arch  
Associated Industries  
Atlantic Specialty  
Beazley  
Berkshire Hathaway  
Chubb  
Endurance American Insurance Company  
Freedom Specialty  
Helmsman Management Services, LLC  
Hiscox

Lloyd's  
Lloyd's Insurance  
Lloyd's Of London  
Marsh  
McGriff US  
National Union Fire Insurance Company of  
Pittsburgh PA  
QBE  
RKH London  
RSUI Indemnity  
StarStone Specialty  
Travelers  
Travelers Property Casualty Co of America

Illinois National  
JH Blades  
Liberty Mutual  
Liberty Mutual Europe

US Specialty  
Wesco  
WQIS

## **12. Surety Bonds**

Adams County Public Works  
Arkansas Highway & Transportation  
Department  
Aspen  
Board of Commissioners  
Board of Commissioners, Arapahoe,  
Colorado  
Colorado Oil & Gas Conservation  
Commission  
Commonwealth of Pennsylvania -  
Department of Transportation  
Harris County Clerk  
Harris County, Texas  
Indemco  
Louisiana Department of Transportation  
McGriff  
OK Corporation Commission  
Oklahoma Corporation Commission  
Oklahoma DPS  
Oklahoma Tax Commission  
Pennsylvania Department of Transportation

RLI Insurance Company  
Shell Offshore Inc.  
State of Arkansas  
State of Colorado Oil and Gas Conservation  
Commission  
State of Louisiana  
State of New York  
State of Ohio  
State of Oklahoma  
State of Washington  
State of Wyoming  
State of Wyoming - Department of Workforce  
Services  
Texas Department of Motor Vehicles  
Texas Railroad Commission  
TX DMV  
Wyoming DEQ  
Wyoming DEQ - Land Quality Section  
Zurich

## **13. Significant Customers**

89 Energy LLC  
Abraxas Petroleum Corporation  
AlHashemi Construction Group  
Altitude Energy Partners Inc  
American Natural Energy Corporation  
Antero Resources Corporation  
Anton Oilfield Services FZE  
Apache Corporation  
Arena Offshore LLC  
Ascent Resources  
B & L Pipeco Services Inc  
Baker Hughes  
Basa Resources Inc  
Bayswater Exploration & Production LLC  
Beacon Offshore Energy

Freeport McMoran Oil & Gas LLC  
Great Western Operating Company LLC  
Grenadier Energy Partners II LLC  
Gyrodatta Inc  
Halliburton Energy Services  
Helix Energy Solutions Group Inc  
Hess Corporation  
Hilcorp Energy Company  
Jones Energy Ltd  
Kei Pty Ltd sucursal del Peru  
Kosmos Energy LLC  
Kraken Operating LLC  
Kuwait Oil Company  
Leam Drilling Systems Inc  
Linn Energy LLC

BHP Billiton Petroleum	LLOG Exploration Company
Birch Operations Inc	Marathon Oil Corporation
BP	Mubarak A Alsuwaiket Oil & Gas Services Co
BPX Production Company	Multi Shot LLC
Brunei Shell Petroleum Company Sendirian Berhad	Murphy Exploration & Production Company
Camino Natural Resources LLC	Nabors Industries
Cantium LLC	Noble Drilling
CCI Gulf Coast Upstream LLC	Noble Energy Inc
Chaparral Energy Inc	North Oil Company
Chesapeake Energy Corporation	Occidental Petroleum Corporation
Chevron Corporation	PetroStar Services LLC
CIRCLE 9 NONOPERATING WI FUND LP	Pioneer Natural Resources Inc
Citizen Energy II LLC	Pro Directional
Cojun LLC	Range Resources Corporation
Concho Resources Inc	S M Energy Company
Confluence DJ LLC	Sandridge Energy Inc
ConocoPhillips Company	Schlumberger
Consol Energy Inc	Shell Oil
Contango Oil & Gas Company	Southwestern Energy
Continental Resources Inc	Surge Operating LLC
Crestone Peak Resources Operating LLC	Talos Energy LLC
CrownQuest Operating LLC	Texas Petroleum Investment Company
Denbury Offshore Inc	Total Directional Services LLC
Devon Energy Production Co	Total E & P
E & M Specialty Company	Unit Petroleum Company
Earthstone Operating Inc	URSA Resources Group II LLC
Encana Oil & Gas USA Inc	Vedanta Ltd
Endeavor Energy Resources LP	W & T Offshore Inc
ENI Petroleum Company Inc	Walter Oil & Gas Corporation
EnVen Energy Ventures LLC	Weatherford
EOG Resources Inc	Wellbore Energy Solutions LLC
Equinor Energy LP	Wellbore Fishing & Rental Tool
Extraction Oil & Gas Inc	WPX Energy Inc
ExxonMobil Corporation	WSP USA Inc
Fieldwood Energy LLC	YPF SA

#### **14. Other Creditors**

Forbes Energy Services

#### **15. Governmental and Regulatory Agencies**

Department of the Treasury - Internal Revenue Service

**16. United States Bankruptcy Judges in the Southern District of Texas**

The Honorable Christopher M. Lopez  
The Honorable David R. Jones, Chief Judge  
The Honorable Eduardo V. Rodriguez  
The Honorable Jeffrey P. Norman  
The Honorable Marvin Isgur

**17. Staff for The Honorable David R. Jones and The Honorable Marvin Isgur**

Albert Alonzo	Rosario Saldana
Daniela Mondragon	LinhThu Do
Elizabeth Miller	Tyler Laws
Jeannie Andresen	Vriana Portillo
Ana Castro	Tracey Conrad
Ruben Castro	Kimberly Picota
Jeannie Chavez	Kiran Vakamudi
Mario Rios	

**18. United States Trustee for the Southern District of Texas (and Key Staff Members)**

Barbara Griffin	Henry G. Hobbs, Jr.
Christy Simmons	Linda Motton
Clarissa Waxton	Luci Johnson-Davis
Glenn Otto	Patricia Schmidt
Gwen Smith	

**19. Attorneys for the United States Trustee's Office for the Southern District of Texas**

Alicia McCullar	Jacqueline Boykin
Diane Livingstone	Stephen Statham
Hector Duran	

**20. Clerk of Court and Deputy for the Southern District of Texas**

David J. Bradley  
Darlene Hansen

**21. Additional Parties in Interest**

Windstream	Timbercreek Real Estate Partners, L.L.C.
Raptor Investments, LLC	Red Mountain Operating LLC
American Hess Corporation	ExxonMobil Global Services
Apache Corporation	Chevron USA, Inc.



BP America Production Company  
Devon Energy Production Company, L.P.  
Explore Offshore LLC  
Kerr-McGee Oil & Gas Corporation  
Marathon Oil Company  
Mineral Management Service of the United  
States Department of the Interior  
Murphy Exploration & Production Company  
USA  
Union Oil Company of California  
Pure Resources, L.P.  
Pure Partners, L.P.

Cairn - Vedanta Limited (India)  
Vedanta Limited  
M/s. Oil and Natural Gas Corporation Ltd  
(ONGC)  
Alpheus Data Services, L.L.C.  
AT&T Integrated Data Services  
Verizon  
Bullwinkle Shell Offshore Inc.  
Bullwinkle RLI Insurance Company

**Exhibit 18**

**Certificate of Service re: First Day Motions**

**IN THE UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS HOUSTON  
DIVISION**

	X	
	:	Chapter 11
In re:	:	
	:	Case No. 20-35812 (DRJ)
SUPERIOR ENERGY SERVICES, INC., <i>et al.</i> , <sup>1</sup>	:	
	:	(Jointly Administered)
Debtors.	:	
	X	

**CERTIFICATE OF SERVICE**

I, Rossmery Martinez, depose and say that I am employed by Kurtzman Carson Consultants LLC (KCC), the claims and noticing agent for the Debtors in the above-captioned case.

On December 7, 2020, at my direction and under my supervision, employees of KCC caused to be served the following documents via Electronic Mail upon the service list attached hereto as **Exhibit A** and via Overnight Mail upon the service list attached hereto as **Exhibit B**:

- **Debtor's Emergency Motion for Entry of an Order Directing Joint Administration of Related Chapter 11 Cases** [Docket No. 2]
- **Notice of Designation as Complex Case** [Docket No. 3]
- **Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to File a Consolidated Creditor Matrix and List of the 30 Largest Unsecured Creditors, (II) Waiving the Requirement to File a List of Equity Security Holders, and (III) Authorizing the Debtors to Redact Certain Personal Identification Information** [Docket No. 4]
- **Joint Prepackaged Plan of Reorganization for Superior Services, Inc. and Its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code** [Docket No. 11]

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Superior Energy Services, Inc. (9388), SESI, L.L.C. (4124), Superior Energy Services-North America Services, Inc. (5131), Complete Energy Services, Inc. (9295), Warrior Energy Services Corporation (9424), SPN Well Services, Inc. (2682), Pumpco Energy Services, Inc. (7310), 1105 Peters Road, L.L.C. (4198), Connection Technology, L.L.C. (4128), CSI Technologies, LLC (6936), H.B. Rentals, L.C. (7291), International Snubbing Services, L.L.C. (4134), Stabil Drill Specialties, L.L.C. (4138), Superior Energy Services, L.L.C. (4196), Superior Inspection Services, L.L.C. (4991), Wild Well Control, Inc. (3477), Workstrings International, L.L.C. (0390). The Debtors' address is 1001 Louisiana Street, Suite 2900, Houston, Texas 77002.

- **Disclosure Statement for the Joint Prepackaged Plan of Reorganization for Superior Energy Services, Inc. and Its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code** [Docket No. 12]
- **Debtors' Emergency Application for Entry of an Order Authorizing Employment and Retention of Kurtzman Carson Consultants LLC as Claims, Noticing, and Solicitation Agent Effective as of Petition Date** [Docket No. 14]
- **Debtors' Emergency Motion for Entry of an Order Authorizing the Payment of Prepetition Trade Claims of Certain Creditors in the Ordinary Course of Business** [Docket No. 15]
- **Debtors' Emergency Motion for Entry of an Order (I) Establishing (A) Bar Dates and (B) Related Procedures for Filing Proofs of Claim Against Superior Emergency Services, Inc. and (II) Approving the Form and Manner of Notice Thereof** [Docket No. 19]
- **Debtors' Emergency Motion for Entry of an Order (I) Conditionally Approving Disclosure Statement, (II) Scheduling Combined Hearing on (A) Adequacy of Disclosure Statement, and (B) Confirmation of Plan, (III) Establishing Deadline to Object to Disclosure Statement and Plan and Form of Notice Thereof, (IV) Approving (A) Solicitation Procedures, (B) Forms of Ballots and Notices of Non-Voting Status, and (C) Equity Rights Offering Materials, (V) Conditionally Waiving Requirement of Filing Schedules and Statements and of Convening Section 341 Meeting of Creditors, with Respect to Certain Debtors, and (VI) Granting Related Relief** [Docket No. 20]
- **Order Directing Joint Administration of Related Chapter 11 Cases** [Docket No. 21]
- **Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to Continue Their Customer Programs and (II) Granting Related Relief** [Docket No. 22]
- **Order Granting Complex Case Treatment** [Docket No. 23]
- **Notice of Filing of Updated Disclosure Statement** [Docket No. 46]
- **Supplemental Declaration of Robert Jordan in Support of Debtors' Application for Order Appointing Kurtzman Carson Consultants LLC as Claims, Noticing, and Solicitation Agent Effective as of the Petition Date** [Docket No. 47]

Furthermore, on December 7, 2020, at my direction and under my supervision, employees of KCC caused to be served the following documents via Electronic Mail upon the service lists attached hereto as **Exhibit A** and **Exhibit C**; and via Overnight Mail upon the service lists attached hereto as **Exhibit B** and **Exhibit D**:

- **Debtors' Emergency Motion for Entry of Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection to Prepetition ABL Secured Parties, (V) Modifying Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief** [Docket No. 5]
- **Declaration of Ryan Omohundro in Support of Debtors' Emergency Motion for Entry of Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection to Prepetition ABL Secured Parties, (V) Modifying Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief** [Docket No. 7]
- **Declaration of Westervelt T. Ballard, Jr., Chief Financial Officer of the Debtors, in Support of Chapter 11 Petitions and First Day Pleadings** [Docket No. 8]
- **Debtors' Emergency Motion for Entry of an Order (I) Authorizing (A) Payment of Prepetition Workforce Obligations and (B) Continuation of Workforce Programs on a Postpetition Basis, (II) Authorizing Payment of Payroll Taxes, (III) Confirming the Debtors Authority to Transmit Payroll Deductions, (IV) Authorizing Payment of Prepetition Claims Owing to Administrators, and (V) Directing Banks to Honor Prepetition Checks and Fund Transfers for Authorized Payments** [Docket No. 16]
- **Debtors' Emergency Motion for Entry of an Order (I) Authorizing (A) Continued Use of Existing Cash Management System, Including Maintenance of Existing Bank Accounts, Checks, and Business Forms, (B) Continuation of Existing Deposit and Investment Practices, (C) Continuation of Intercompany Transactions, and (II) Granting Administrative Expense Status to Certain Postpetition Intercompany Claims** [Docket No. 17]

Furthermore, on December 7, 2020, at my direction and under my supervision, employees of KCC caused to be served the following document via Electronic Mail upon the service lists attached hereto as **Exhibit A**, **Exhibit C**, and **Exhibit E**; and via Overnight Mail upon the service lists attached hereto as **Exhibit B**, **Exhibit D**, and **Exhibit F**:

- **Debtors' Emergency Motion for Entry of an Order Authorizing Payment of Prepetition Taxes and Fees** [Docket No. 9]

Furthermore, on December 7, 2020, at my direction and under my supervision, employees of KCC caused to be served the following document via Electronic Mail upon the service lists attached hereto as **Exhibit A**, **Exhibit C**, and **Exhibit G**; and via Overnight Mail upon the service lists attached hereto as **Exhibit B**, **Exhibit D**, and **Exhibit H**:

- **Debtors' Emergency Motion for Entry of an Order (I) Prohibiting Utility Companies from Altering or Discontinuing Service on Account of Prepetition Invoices, (II) Approving Deposit as Adequate Assurance of Payment, and (III) Establishing Procedures for Resolving Requests by Utility Companies for Additional Assurance of Payment** [Docket No. 10]

Furthermore, on December 7, 2020, at my direction and under my supervision, employees of KCC caused to be served the following document via Electronic Mail upon the service lists attached hereto as **Exhibit A**, **Exhibit C**, and **Exhibit I**; and via Overnight Mail upon the service lists attached hereto as **Exhibit B**, **Exhibit D**, and **Exhibit J**:

- **Debtors' Emergency Motion for Entry of an Order (I) Authorizing (A) Payment of Prepetition Insurance Obligations, (B) Payment of Prepetition Bonding Obligations, (C) Maintenance of Postpetition Insurance Coverage, (D) Maintenance of Bonding Program, and (E) Maintenance of Postpetition Financing of Insurance Premiums, and (II) Granting Related Relief** [Docket No. 13]

Furthermore, on December 7, 2020, at my direction and under my supervision, employees of KCC caused to be served the following document via Electronic Mail upon the service lists attached hereto as **Exhibit A**, **Exhibit C**, **Exhibit K**, and **Exhibit L**; and via Overnight Mail upon the service lists attached hereto as **Exhibit B**, **Exhibit D**, and **Exhibit M**:

- **Debtors' Emergency Motion for Entry of an Order (I) Establishing Notification Procedures and (II) Approving Restrictions on Certain Transfers of Stock of the Debtors** [Docket No. 18]

Furthermore, on December 7, 2020, at my direction and under my supervision, employees of KCC caused to be served the following documents via Electronic Mail upon the service lists attached hereto as **Exhibit A**, **Exhibit C**, **Exhibit E**, **Exhibit G**, **Exhibit I**, and **Exhibit K**, **Exhibit L**; via Overnight Mail upon the service lists attached hereto as **Exhibit B**, **Exhibit D**, **Exhibit F**, **Exhibit H**, **Exhibit J**, **Exhibit M**; and via Facsimile upon the service lists attached hereto as **Exhibit N**, **Exhibit O**, **Exhibit P**, and **Exhibit Q**:

- **Notice of Electronic Hearing on December 8, 2020, at 1:00 P.M. (Prevailing Central Time)** [Docket No. 26]
- **Debtors' Agenda of Matters Set for First Day Hearing on December 8, 2020, at 1:00 P.M. (Prevailing Central Time)** [Docket No. 27]

Furthermore, on December 7, 2020, at my direction and under my supervision, employees of KCC caused to be served the following document via Electronic Mail upon the service list attached hereto as **Exhibit A**; and via First Class Mail upon the service lists attached hereto as **Exhibit R** and **Exhibit S**:

- **Debtors' Omnibus Motion for Entry of an Order Authorizing the Debtors to (I) Reject Certain Unexpired Leases Effective as of the Dates Specified in the Motion and (II) Abandon Certain Remaining Personal Property in Connection Therewith**  
[Docket No. 37]

Dated: December 7, 2020

/s/ Rossmery Martinez

Rossmery Martinez

KCC

222 N Pacific Coast Highway, Suite 300

El Segundo, CA 90245

Tel. 310.823.9000



## EXHIBIT A

**Exhibit A**  
MSL/2002 Service List  
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Alabama	Alabama Attorney General	Attn Bankruptcy Department	consumerinterest@Alabamaag.gov
Alaska	Alaska Attorney General	Attn Bankruptcy Department	attorney_general@alaska.gov
Top 30 Creditor	ALPHA RENTAL TOOLS INC	ATTN DWAYNE BOUDOIN	dboudoin@alpharentalttools.com
Arkansas	Arkansas Attorney General	Attn Bankruptcy Department	oag@ArkansasAG.gov
Top 30 Creditor	B&L PIPECO SERVICES INC	ATTN MATT PAULSEN	mpaulsen@ccpipellc.com
Top 30 Creditor	BECNEL RENTAL TOOLS LLC	ATTN JASON BECNEL	jason@becnelrt.com
Top 30 Creditor	BRICCO METAL FINISHING LLC	ATTN RICK BRIDGES	rick@briccomf.com
Top 30 Creditor	BS & G RENTALS LLC	ATTN JASON BELLARD	bellard@petropull.org
Top 30 Creditor	CAD CONTROL SYSTEMS	ATTN REGGIE WELTY	rwelty@cadoil.com
California	California Attorney General	Attn Bankruptcy Department	xavier.becerra@doj.ca.gov
Top 30 Creditor	CHS INC	ATTN COURTNEY HEARD	courtney.heard@chsinc.com
Top 30 Creditor	CONNECTOR SPECIALISTS INC	ATTN ALEX WHEELLOCK	alex.wheellock@connectorspecialists.com
Top 30 Creditor	CONTROL FLOW INC	ATTN BILL LAIRD	blaird@controlflow.com
Counsel to Ad hoc group of holders of prepetition senior notes	Davis Polk & Wardwell LLP	Damian S. Schaible, Adam L. Shpeen and Matthew Bruno Masaro	adam.shpeen@davispolk.com; matthew.masaro@davispolk.com
Delaware	Delaware Attorney General	Attn Bankruptcy Department	attorney_general@state.de.us
Top 30 Creditor	DELMAR SYSTEMS INC	ATTN KEN BABIN	kennysky04@yahoo.com
Top 30 Creditor	DOWNHOLE SOLUTIONS INC	ATTN BURT PEREIRA	burt.pereira@gmail.com
Top 30 Creditor	DUPRE MACHINE	ATTN JAKE DUPRE	jake@dupremachine.com
Top 30 Creditor	ENTERPRISE FLEET MANAGEMENT	ATTN BRICE ADAMSON	brice.adamson@efleets.com
Top 30 Creditor	ENTERPRISE FM TRUST	ATTN KEITH GURULE	Keith.E.Gurule@efleets.com
Counsel to the indenture trustee for the Debtors' prepetition notes;	Faegre Drinker Biddle & Reath LLP	Timothy R. Casey and Steven M. Wagner	timothy.casey@faegredrinker.com; steven.wagner@faegredrinker.com
Florida	Florida Attorney General	Attn Bankruptcy Department	citizenservices@myfloridalegal.com
Top 30 Creditor	FMC TECHNOLOGIES INC	ATTN DOUGLAS J. PFERDEHIRT	dpferdehirt@technipmc.com
Proposed Counsel for the Debtors and Debtors in Possession	Hunton Andrews Kurth LLP	Timothy A. ("Tad") Davidson II and Ashley L. Harper	taddavidson@HuntonAK.com; ashleyharper@HuntonAK.com
IRS/Top 30	Internal Revenue Service	Centralized Insolvency Operation	Mimi.M.Wong@irs.counsel.treas.gov
IRS/Top 30	Internal Revenue Service	Centralized Insolvency Operation	Mimi.M.Wong@irs.counsel.treas.gov
Counsel to RLI Insurance Company	Jennings, Haug & Cunningham, LLP	Chad L. Schexnayder and Alana L. Porrazzo	CLS@JHC.law; ALP@JHC.law
DIP Agent	JPMorgan Chase Bank, N.A.	Attn Gregory George	gregory.george@jpmorgan.com
Kansas	Kansas Attorney General	Attn Bankruptcy Department	derek.schmidt@ag.ks.gov
Top 30 Creditor	LAFAYETTE STEEL ERECTOR INC	ATTN APRIL THOMPSON	april@lsecrane.com
Proposed Counsel for the Debtors and Debtors in Possession	Latham & Watkins LLP	George A. Davis, Keith A. Simon and George Klidonas	george.davis@lw.com; keith.simon@lw.com; george.klidonas@lw.com
Louisiana	Louisiana Attorney General	Attn Bankruptcy Department	Executive@ag.louisiana.gov
Top 30 Creditor	MAVERICK ENERGY SOLUTIONS LLC	ATTN RON CHIASSON	ron.chiasson@maverickenergyslt.com
Mississippi	Mississippi Attorney General	Attn Bankruptcy Department	fhell@ago.ms.gov
Montana	Montana Attorney General	Attn Bankruptcy Department	contactocp@mt.gov
Top 30 Creditor	NATIONAL OILWELL VARCO TUBOSCOPE	ATTN JACK DYER	jack.dyer@nov.com
Nebraska	Nebraska Attorney General	Attn Bankruptcy Department	NEDOJ@nebraska.gov
Nevada	Nevada Attorney General	Attn Bankruptcy Department	AgInfo@ag.nv.gov
New Mexico	New Mexico Attorney General	Attn Bankruptcy Department	hbalderas@nmag.gov
New York	New York Attorney General	Attn Bankruptcy Department	Norman.fivel@ag.ny.gov; Louis.Testa@ag.ny.gov
Top 30 Creditor	NORTH AMERICAN METALS INC	ATTN ROD MCMAHON	rmcmahon@northamericanmetals.net
North Dakota	North Dakota Attorney General	Attn Bankruptcy Department	ndag@nd.gov
Ohio	Ohio Attorney General	Attn Bankruptcy Department	Jonathan.fulkerson@ohioattorneygeneral.gov; trish.lazich@ohioattorneygeneral.gov
Oklahoma	Oklahoma Attorney General	Attn Bankruptcy Department	ConsumerProtection@oag.ok.gov
Top 30 Creditor	PASON SYSTEMS USA CORPORATION	ATTN RUSSEL SMITH	russell.smith@pason.com
Pennsylvania	Pennsylvania Attorney General	Attn Bankruptcy Department	info@attorneygeneral.gov jhiggins@porterhedges.com
Counsel to the Ad Hoc Noteholder Group	Potter Hedges LLP	John F. Higgins, Eric M. English and Megan N. Young-John	eenglish@porterhedges.com myoung-john@porterhedges.com
SEC Regional Office	Securities & Exchange Commission	Fort Worth Regional Office	dfw@sec.gov
SEC Headquarters	Securities & Exchange Commission	Secretary of the Treasury	secbankruptcy@sec.gov
Counsel to the DIP Agent	Simpson Thacher & Bartlett LLP	Attn Elisha Graff and Daniel Biller	daniel.biller@stblaw.com; egraff@stblaw.com
Counsel to the agent for the Debtors' prepetition secured asset-based revolving credit facility	Simpson Thatcher & Bartlett LLP	Robert Rene Rabalais , Brandon L. Still and Dylan W. Benac	rrabalais@stblaw.com; brandon.still@stblaw.com; dylan.benac@stblaw.com
South Dakota	South Dakota Attorney General	Attn Bankruptcy Department	atghelp@state.sd.us
Top 30 Creditor	STRATEGY OILFIELD SERVICES INC	ATTN ACCOUNTING	jessica@ntin.net bankruptcytax@oag.texas.gov; communications@oag.texas.gov
Texas	Texas Attorney General	Attn Bankruptcy Department	
Top 30 Creditor	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.	ATTN LISA MCCANTS	Lisa.McCants@bnymellon.com

**Exhibit A**  
MSL/2002 Service List  
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Top 30 Creditor	TRENDSETTER ENGINEERING INC	ATTN RON DOWNING	r.downing@trendsetterengineering.com
United States Attorney Office for the Southern District of Texas	US Attorney Office Southern District of Texas	Richard A. Kincheloe	richard.kincheloe@usdoj.gov
Office of the U.S. Trustee for the Southern District of Texas	US Trustee for the Southern District of Texas (Houston Division)	Stephen Statham and Hector Duran	stephen.statham@usdoj.gov; hector.duran.jr@usdoj.gov
Utah	Utah Attorney General	Attn Bankruptcy Department	uag@utah.gov
Washington	Washington Attorney General	Attn Bankruptcy Department	emailago@atg.wa.gov
West Virginia	West Virginia Attorney General	Attn Bankruptcy Department	consumer@wvago.gov
Top 30 Creditor	WIDE RANGE LOGISTICS LLC	ATTN DAVID BREAUX	widerangelogistics1@gmail.com
Wyoming	Wyoming Attorney General	Attn Bankruptcy Department	judy.mitchell@wyo.gov

## EXHIBIT B

## Exhibit B

MSL/2002 Service List  
Served via Overnight Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Alabama	Alabama Attorney General	Attn Bankruptcy Department	501 Washington Ave	PO Box 300152	Montgomery	AL	36104-0152
Alaska	Alaska Attorney General	Attn Bankruptcy Department	1031 West 4th Avenue, Suite 200		Anchorage	AK	99501-1994
Top 30 Creditor	ALPHA RENTAL TOOLS INC	ATTN: DWAYNE BOUDOIN	4836 HIGHWAY 182		HOUMA	LA	70364
Arkansas	Arkansas Attorney General	Attn Bankruptcy Department	323 Center St. Ste 200		Little Rock	AR	72201-2610
Top 30 Creditor	B&L PIPECO SERVICES INC	ATTN: MATT PAULSEN	20465 SH 249	SUITE 200	HOUSTON	TX	77070
Top 30 Creditor	BECNEL RENTAL TOOLS LLC	ATTN: JASON BECNEL	1809 INDUSTRIAL BLVD		HARVEY	LA	70058
Top 30 Creditor	BRICCO METAL FINISHING LLC	ATTN: RICK BRIDGES	17667 TELGE ROAD		CYPRESS	TX	77429
Top 30 Creditor	BS & G RENTALS LLC	ATTN: JASON BELLARD	1100 SMEDE HWY		BROUSSARD	LA	70518-8033
Top 30 Creditor	CAD CONTROL SYSTEMS	ATTN: REGGIE WELTY	1017 FREEMAN ROAD		BROUSSARD	LA	70518
California	California Attorney General	Attn Bankruptcy Department	1300 I St., Ste. 1740		Sacramento	CA	95814-2919
Top 30 Creditor	CHS INC	ATTN: COURTNEY HEARD	5500 CENEX DRIVE		INVER GROVE HEIGHTS	MN	55077
Colorado	Colorado Attorney General	Attn Bankruptcy Department	Ralph L Carr Colorado Judicial Building	1300 Broadway, 10th Fl	Denver	CO	80203
Top 30 Creditor	CONNECTOR SPECIALISTS INC	ATTN: ALEX WHEELOCK	11050 W LITTLE YORK RD, BUILDING N		HOUSTON	TX	77041
Top 30 Creditor	CONTROL FLOW INC	ATTN: BILL LAIRD	9201 FAIRBANKS N. HOUSTON ROAD		HOUSTON	TX	77064
Counsel to Ad hoc group of holders of prepetition senior notes	Davis Polk & Wardwell LLP	Damian S. Schaible, Adam L. Shpeen and Matthew Bruno Masaro	450 Lexington Avenue		New York	NY	10017
Delaware	Delaware Attorney General	Attn Bankruptcy Department	Carvel State Office Bldg.	820 N. French St.	Wilmington	DE	19801
Top 30 Creditor	DELMAR SYSTEMS INC	ATTN: KEN BABIN	8114 W. HWY. 90		BROUSSARD	LA	70518
Top 30 Creditor	DOWNHOLE SOLUTIONS INC	ATTN: BURT PEREIRA	81697 HWY 41		BUSH	LA	70431
Top 30 Creditor	DUPRE MACHINE	ATTN: JAKE DUPRE	143 DECAL ST		LAFAYETTE	LA	70508-3350
Top 30 Creditor	ENTERPRISE FLEET MANAGEMENT	ATTN: BRICE ADAMSON	29 HUNTER AVE		ST. LOUIS	MO	63124
Top 30 Creditor	ENTERPRISE FM TRUST	ATTN: KEITH GURULE	811 MAIN STREET		KANSAS CITY	MO	64105
EPA Headquarters	Environmental Protection Agency	Mail Code 2310A, Office of General Counsel	1200 Pennsylvania Ave NW	Ariel Rios Building	Washington	DC	20004
EPA State	Environmental Protection Agency		Renaissance Tower	1201 Elm Street, Suite 500	Dallas	TX	75270
Counsel to the indenture trustee for the Debtors' prepetition notes;	Faegre Drinker Biddle & Reath LLP	Timothy R. Casey and Steven M. Wagner	191 N. Wacker Dr., Ste. 3700		Chicago	IL	60606-1698
Florida	Florida Attorney General	Attn Bankruptcy Department	The Capitol PL-01		Tallahassee	FL	32399-1050
Top 30 Creditor	FMC TECHNOLOGIES INC	ATTN: DOUGLAS J. PFERDEHIRT	11740 KATY FWY		HOUSTON	TX	77079
IRS/Top 30	Internal Revenue Service	Centralized Insolvency Operation	PO Box 7346		Philadelphia	PA	19101-7346
IRS/Top 30	Internal Revenue Service		1919 Smith Street		Houston	TX	77002
Counsel to RLI Insurance Company	Jennings, Haug & Cunningham, LLP	Chad L. Schexnayder and Alana L. Porrazzo	2800 N. Central Avenue, Suite 1800		Phoenix	AZ	85004
DIP Agent	JPMorgan Chase Bank, N.A.	Attn Gregory George	712 Main St, Floor 5		Houston	TX	77002
Kansas	Kansas Attorney General	Attn Bankruptcy Department	120 SW 10th Ave., 2nd Fl		Topeka	KS	66612-1597
Top 30 Creditor	LAFAYETTE STEEL ERECTOR INC	ATTN: APRIL THOMPSON	313 WESTGATE ROAD		LAFAYETTE	LA	70506
Louisiana	Louisiana Attorney General	Attn Bankruptcy Department	1885 North Third Street		Baton Rouge	LA	70802

## Exhibit B

MSL/2002 Service List  
Served via Overnight Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Top 30 Creditor	MAVERICK ENERGY SOLUTIONS LLC	ATTN: RON CHIASSON	247 BRIGHTON LOOP		HOUMA	LA	70360
Mississippi	Mississippi Attorney General	Attn Bankruptcy Department	Walter Sillers Building	550 High St Ste 1200	Jackson	MS	39201
Montana	Montana Attorney General	Attn Bankruptcy Department	Justice Bldg	215 N. Sanders 3rd Fl	Helena	MT	59620-1401
Top 30 Creditor	NATIONAL OILWELL VARCO TUBOSCOPE	ATTN: JACK DYER	7909 PARKWOOD CIRCLE DR.		HOUSTON	TX	77036
Nebraska	Nebraska Attorney General	Attn Bankruptcy Department	2115 State Capitol	P.O. Box 98920	Lincoln	NE	68509
Nevada	Nevada Attorney General	Attn Bankruptcy Department	Old Supreme Ct. Bldg.	100 N. Carson St	Carson City	NV	89701
New Mexico	New Mexico Attorney General	Attn Bankruptcy Department	408 Galisteo St	Villagra Building	Santa Fe	NM	87501
New York	New York Attorney General	Attn Bankruptcy Department	Office of the Attorney General	The Capitol, 2nd Fl.	Albany	NY	12224-0341
Top 30 Creditor	NORTH AMERICAN METALS INC	ATTN: ROD MCMAHON	20001 OIL CENTER BLVD		HOUSTON	TX	77073
North Dakota	North Dakota Attorney General	Attn Bankruptcy Department	600 E. Boulevard Ave.	Dept 125	Bismarck	ND	58505-0040
Ohio	Ohio Attorney General	Attn Bankruptcy Department	30 E. Broad St. 14th Fl		Columbus	OH	43215-0410
Oklahoma	Oklahoma Attorney General	Attn Bankruptcy Department	313 NE 21st St		Oklahoma City	OK	73105
Top 30 Creditor	PASON SYSTEMS USA CORPORATION	ATTN: RUSSEL SMITH	7701 WEST LITTLE YORK, SUITE 800		HOUSTON	TX	77040
Pennsylvania	Pennsylvania Attorney General	Attn Bankruptcy Department	16th Floor, Strawberry Square		Harrisburg	PA	17120
Counsel to the Ad Hoc Noteholder Group	Potter Hedges LLP	John F. Higgins, Eric M. English and Megan N. Young-John	1000 Main Street, 36th Floor		Houston	TX	77002-2764
Top 30 Creditor	PRACTICAL ENGINEERING SOLUTIONS LLC		124 HEYMANN BLVD, SUITE 201		LAFAYETTE	LA	70503
SEC Regional Office	Securities & Exchange Commission	Fort Worth Regional Office	801 Cherry Street, Suite 1900, Unit 18		Fort Worth	TX	76102
SEC Headquarters	Securities & Exchange Commission	Secretary of the Treasury	100 F St NE		Washington	DC	20549
Counsel to the DIP Agent	Simpson Thacher & Bartlett LLP	Attn Elisha Graff and Daniel Biller	425 Lexington Ave		New York	NY	10017
Counsel to the agent for the Debtors' prepetition secured asset-based revolving credit facility	Simpson Thatcher & Bartlett LLP	Robert Rene Rabalais , Brandan L. Still and Dylan W. Benac	600 Travis Street, Suite 5400		Houston	TX	77002
South Dakota	South Dakota Attorney General	Attn Bankruptcy Department	1302 East Highway 14	Suite 1	Pierre	SD	57501-8501
Top 30 Creditor	STRATEGY OILFIELD SERVICES INC	ATTN: ACCOUNTING	204 NORTH WALNUT STREET		MEUNSTER	TX	76252
Texas	Texas Attorney General	Attn Bankruptcy Department	300 W. 15th St		Austin	TX	78701
Top 30 Creditor	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.	ATTN: LISA MCCANTS	10161 CENTURION PARKWAY		JACKSONVILLE	FL	32256
Top 30 Creditor	TIMBERCREEK REAL ESTATE PARTNERS LLC	ATTN: CHRISTOPER C. ORTOWSKI	175 COUNTY ROAD 131		GAINESVILLE	TX	76240
Top 30 Creditor	TRENDSETTER ENGINEERING INC	ATTN: RON DOWNING	10430 RODGERS ROAD		HOUSTON	TX	77070
Top 30 Creditor	TRINITY RENTAL SERVICES LLC	ATTN: JOHN PRUDHOMME	1419 HUGH WALLIS ROAD SOUTH		LAFAYETTE	LA	70508

**Exhibit B**  
MSL/2002 Service List  
Served via Overnight Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
United States Attorney Office for the Southern District of Texas	US Attorney Office Southern District of Texas	Richard A. Kincheloe	1000 Louisiana	Suite 2300	Houston	TX	77002
Office of the U.S. Trustee for the Southern District of Texas	US Trustee for the Southern District of Texas (Houston Division)	Stephen Statham and Hector Duran	515 Rusk Street	Suite 3516	Houston	TX	77002
Utah	Utah Attorney General	Attn Bankruptcy Department	Utah State Capitol Complex	350 North State Street, Suite 230	Salt Lake City	UT	84114-2320
Washington	Washington Attorney General	Attn Bankruptcy Department	1125 Washington St SE	PO Box 40100	Olympia	WA	98504-0100
Top 30 Creditor	WELLS FARGO BANK NA	ATTN: GENERAL COUNSEL	420 MONTGOMERY STREET		SAN FRANCISCO	CA	94104
West Virginia	West Virginia Attorney General	Attn Bankruptcy Department	State Capitol Bldg 1 Rm E-26	1900 Kanawha Blvd., East	Charleston	WV	25305
Top 30 Creditor	WIDE RANGE LOGISTICS LLC	ATTN: DAVID BREAU	304 HACKER ST.		NEW IBERIA	LA	70562
Wyoming	Wyoming Attorney General	Attn Bankruptcy Department	2320 Capitol Avenue	Kendrick Building	Cheyenne	WY	82002



## EXHIBIT C

**Exhibit C**  
Banks Service List  
Served via Electronic Mail

CreditorName	CreditorNoticeName	Email
BANK OF AMERICA	ATTN BETH HIBBELER	Beth.Hibbeler@bofa.com
HANCOCK WHITNEY	ATTN HILDA CHAMPION	Hilda.Champion@hancockwhitney.com
INTERNATIONAL BANK OF AZERBAIJAN	ATTN: TAHMINA ABSALI	tahmina.abasli@pwc.com
J.P. MORGAN	ATTN NATANJA JOHNSON	Natanja.p.johnson@jpmorgan.com
NATIONAL BANK OF KUWAIT	ATTN: DANAH AL-SULAIHIM	DanahSulaim@nbk.com
NATIONAL BANK OF KUWAIT	ATTN: GRACY PEREIRA	gracyp@nbk.com
SPAREBANK	ATTN KRISTIAN NYGARD	kt@dataplan.no
WELLS FARGO	ATTN MADELEINE HALL	Madeleine.Hall@wellsfargo.com

## EXHIBIT D

**Exhibit D**  
Banks Service List  
Served via Overnight Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
BANK OF AMERICA	ATTN BETH HIBBELER	AVP, COMMERCIAL SUPPORT SPECIALIST	800 CAPITOL STREET	14TH FLOOR	HOUSTON	TX	77002	
HANCOCK WHITNEY	ATTN HILDA CHAMPION	TREASURY MANAGEMENT ADVOCATE	888 HOWARD AVENUE		BILOXI	MS	39530	
INTERNATIONAL BANK OF AZERBAIJAN	ATTN: TAHMINA ABSALI	PWC AZERBAIJAN REPUBLIC BRANCH	NO. 1 LANDMARK SUB BRANCH	96 NIZAMI STREET	BAKU		AZ 1010	AZERBAIJAN
J.P. MORGAN	ATTN NATANJA JOHNSON	TS ASSOCIATE	712 MAIN STREET	8TH FLOOR	HOUSTON	TX	77002	
NATIONAL BANK OF KUWAIT	ATTN: DANAH AL-SULAIHIM	PO BOX 95	SAFAT				13001	KUWAIT
NATIONAL BANK OF KUWAIT	ATTN: GRACY PEREIRA	PO BOX 95	SAFAT				13001	KUWAIT
SPAREBANK	ATTN KRISTIAN NYGARD	BUSINESS CONSULTANT	RAUDVIGVEIEN 33		ALGARD		4330	NORWAY
WELLS FARGO	ATTN MADELEINE HALL	RELATIONSHIP ASSOCIATE	1000 LOUISIANA STREET	10TH FLOOR	HOUSTON	TX	77002	

## EXHIBIT E

**Exhibit E**

Taxing Authorities Service List  
Served via Electronic Mail

CreditorName	CreditorNoticeName	Email
Dewey Cty	Dusty L. Fox, Treasurer	deweycountytreasurer@gmail.com
FMCSA		agutierrez@ed.ucr.gov; lcummings@plan.ucr.gov; dscholz@plan.ucr.gov; dchoppa@plan.ucr.gov
HVUT - TaxExcise.com	ThinkTrade Inc.	support@taxexcise.com
IFTA – (Texas) Comptroller of Public Accounts		ifta@cpa.texas.gov
North Dakota	Ryan Rauschenberger, Office of State Tax Commissioner	salestax@nd.gov
Ohio Department of Taxation		Pass-throughentity@tax.state.oh.us
Parish Sales Tax Fund		salestax@tpcg.org
THINKTRADE INC.		support@taxexcise.com
Unified Carrier Registration		helpdesk@ucr.gov
Unified Carrier Registration Plan	FMCSA	agutierrez@ed.ucr.gov; lcummings@plan.ucr.gov; dscholz@plan.ucr.gov; dchoppa@plan.ucr.gov
Universal Carrier Registration Plan		DMV_MCD_UCR@TXDMV.GOV
Washington Parish	Jamie Butt & Joy Wilson	jbutts@wpso.la.gov; jwilson@wpso.la.gov

## EXHIBIT F



## Exhibit F

Taxing Authorities Service List  
Served via Overnight Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
ACADIA		ACADIA PARISH ASSESSOR	500 COURT CR (COURTHOUSE, 2ND FLOOR)		CROWLEY	LA	70527-1329	
ACADIA		PO BOX 309			CROWLEY	LA	70527-0309	
ACADIA PARISH		PO DRAWER 309			CROWLEY	LA	70527	
ACADIA PARISH	STATE OF LOUISIANA DIVISION OF ADMINISTRATION	1201 N. THIRD ST., STE. 7- 210			BATON ROUGE	LA	70802	
ACADIA PARISH SCHOOL BOARD		2402 NORTH PARKERSON AVENUE	PO DRAWER 309		CROWLEY	LA	70527-0309	
ACADIA PARISH SCHOOL BOARD		P.O. DRAWER 309			CROWLEY	LA	70527	
ACADIA PARISH SCHOOL BOARD	SALES AND USE TAX DEPT	P. O. DRAWER 309			CROWLEY	LA	70527-0309	
ADAMS COUNTY		4430 S. ADAMS COUNTY PARKWAY			BRIGHTON	CO	80601	
Adams County	Adams County	4430 S. Adams County Parkway			Brighton	CO	80601	
ADAMS COUNTY, CO	ATTN NANCY DUNCAN, BUDGET AND FINANCE DIRECTOR	4430 SOUTH ADAMS COUNTY PARKWAY, 4TH FLOOR, SUITE C4000A			BRIGHTON	CO	80601	
ALABAMA		STATE CAPITOL	600 DEXTER AVENUE		MONTGOMERY	AL	36130	
ALABAMA DEPARTMENT OF REVENUE INDIVIDUAL AND CORPORATE TAX DIVISION	ALABAMA DEPARTMENT OF REVENUE	50 NORTH RIPLEY STREET			MONTGOMERY	AL	36117	
ALABAMA DEPARTMENT OF REVENUE INDIVIDUAL AND CORPORATE TAX DIVISION	CORPORATE INCOME TAX	PO BOX 327435			MONTGOMERY	AL	36132-7435	
ALABAMA DEPT OF REVENUE		50 N RIPLEY ST			MONTGOMERY	AL	36132	
ALABAMA RDS	ALABAMA DEPARTMENT OF REVENUE	50 NORTH RIPLEY STREET			MONTGOMERY	AL	36117	
ALASKA	MARTY MCGEE, STATE ASSESSOR	DIVISION OF COMMUNITY & REGIONAL AFFAIRS ALASKA DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT	550 WEST 7TH AVENUE, SUITE 1650		ANCHORAGE	AK	99501	
ALASKA DEPARTMENT OF REVENUE TAX DIVISION		PO BOX 110420			JUNEAU	AK	99811-0420	
ALASKA DEPARTMENT OF REVENUE TAX DIVISION	TAX DIVISION	ALASKA DEPARTMENT OF REVENUE STATE OFFICE BUILDING			ANCHORAGE	AK	99501-3555	
ALDINE INDEPENDENT SCHOOL DISTRICT		2520 W.W. THORNE BLVD.	2520 W.W. THORNE BLVD.		HOUSTON	TX	77073	
Aldine Independent School District		2520 W.W. Thorne Blvd.			Houston	TX	77073	
ALDINE INDEPENDENT SCHOOL DISTRICT		PO BOX 203989			HOUSTON	TX	77216	

## Exhibit F

Taxing Authorities Service List  
Served via Overnight Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
ALDINE INDEPENDENT SCHOOL DISTRICT TAX OFFICE		19350 E HARDY RD.			HOUSTON	TX	77073	
ALDINE INDEPENDENT SCHOOL DISTRICT TAX OFFICE		1940 W.W. THORNE			HOUSTON	TX	77073	
ALDINE INDEPENDENT SCHOOL DISTRICT TAX OFFICE		2202 OIL CENTER COURT			HOUSTON	TX	77073	
ALDINE ISD		14909 ALDINE WESTFIELD RD.			HOUSTON	TX	77032	
ALEX, OK		ALEX CITY HALL	103 MAIN STREET		ALEX	OK	73002	
ALFALFA COUNTY	TREASURER	300 SOUTH GRAND			CHEROKEE	OK	73728	
ALFALFA COUNTY, OK		300 SOUTH GRAND			CHEROKEE	OK	73728	
ALLEN		1051 NORTH THIRD ST., 2ND FLOOR			BATON ROUGE	LA	70802	
ALLEN		PO DRAWER 190			OBERLIN	LA	70655	
ALLEN PARISH		PO DRAWER C			OBERLIN	LA	70655	
ALLEN PARISH	RICHARD C. EARL - ASSESSOR	400 W. 6TH AVENUE (COURTHOUSE)			OBERLIN	LA	70655	
ANDREWS COUNTY	ROBIN HARPER RTA/VR	210 NW 2ND STREET			ANDREWS	TX	79714	
ANN HARRIS BENNETT - TAX ASSESSOR/COLLECTOR - HARRIS COUNTY		PO Box 4622			HOUSTON	TX	77210	
ANN HARRIS BENNETT - TAX ASSESSOR/COLLECTOR - HARRIS COUNTY	ANN HARRIS BENNETT, HARRIS COUNTY TAX ASSESSOR-COLLECTOR & VOTER REGISTRAR	PO Box 4622			HOUSTON	TX	77210	
ANN HARRIS BENNETT - TAX ASSESSOR/COLLECTOR - HARRIS COUNTY	ANN HARRIS BENNETT, TAX ASSESSOR COLLECTOR & VOTER REGISTRAR	PROPERTY TAX DEPARTMENT	1001 PRESTON ST.		HOUSTON	TX	77002	
ANN HARRIS BENNETT - TAX ASSESSOR/COLLECTOR - HARRIS COUNTY	ANN HARRIS BENNETT, TAX ASSESSOR-COLLECTOR & VOTER REGISTRAR	PO Box 3547			HOUSTON	TX	77253-3547	
ANN HARRIS BENNETT HARRIS COUNTY TAX ASSESSOR		1001 PRESTON ST.			HOUSTON	TX	77002	
Ann Harris Bennett Harris County Tax Assessor		PO Box 4622			Houston	TX	77210-4622	
ARAPAHOE COUNTY		5334 S. PRINCE ST.			LITTLETON	CO	80120	
Arapahoe County	Arapahoe County	5334 S. Prince St.			Littleton	CO	80120	
ARAPAHOE COUNTY, CO	ATTN JENNIFER BENNETT, SALES TAX ANALYST	FINANCE DEPARTMENT	5334 S. PRINCE ST		LITTLETON	CO	80120	
ARCHULETA (ARBOLES)	NATALIE WOODRUFF	449 SAN JUAN ST.			PAGOSA SPRINGS	CO	81147	
ARIZONA DEPARTMENT OF REVENUE		1600 WEST MONROE STREET			PHOENIX	AZ	85007	
ARIZONA DEPARTMENT OF REVENUE		PO BOX 29079			PHOENIX	AZ	85038-9079	

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Taxing Authorities Service List  
Served via Overnight Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
ARIZONA DEPARTMENT OF REVENUE	CORPORATE, S-CORP, AND EXEMPT ORGANIZATION TAX RETURNS AND PAYMENTS	PO BOX 29079			PHOENIX	AZ	85038	
ARKANSAS		PO BOX 8123			LITTLE ROCK	AR	72203-8123	
ARKANSAS	ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION	2610 AR-367			BALD KNOB	AR	72010	
ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION		1900 WEST 7TH ST., ROOM 1040			LITTLE ROCK	AR	72201	
ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION		PO BOX 1272			LITTLE ROCK	AR	72201	
ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION CORPORATION INCOME TAX SECTION		1816 W 7TH ST, ROOM 2250	LEDBETTER BUILDING		LITTLE ROCK	AR	72201-1030	
ARKANSAS DEPT OF REVENUE		1900 WEST 7TH ST., ROOM 1040	1900 WEST 7TH ST., ROOM 1040		LITTLE ROCK	AR	72201	
Arkansas Dept of Revenue		1900 West 7th St., Room 1040			Little Rock	AR	72201	
ARKANSAS DEPT OF REVENUE	SALES & USE TAX SECTION	PO BOX 3861			LITTLE ROCK	AR	72203-3861	
ASCENSION	KRESSY KRENNERICH, ADMINISTRATOR	1124 BURNSIDE AVENUE, SUITE 300-A			GONZALES	LA	70737	
ASCENSION	KRESSY KRENNERICH, ADMINISTRATOR	1124 S. BURNSIDE, SUITE 300-A			GONZALES	LA	70737	
ASCENSION PARISH		PO Box 1718			GONZALES	LA	70737	
ASSUMPTION		4895 HIGHWAY 308	P.O. DRAWER 920		NAPOLEONVILLE	LA	70390	
ASSUMPTION		PO DRAWER 920			NAPOLEONVILLE	LA	70390	
ASSUMPTION	ASTRID B. CONERLY, ADMINISTRATOR	4895 HIGHWAY 308			NAPOLEONVILLE	LA	70390	
ASSUMPTION PARISH		4895 HIGHWAY 308	P.O BOX 920		NAPOLEONVILLE	LA	70390	
ASSUMPTION PARISH		PO BOX 920			NAPOLEONVILLE	LA	70390	
ASSUMPTION PARISH SALES TAX DEPARTMENT		4895 HIGHWAY 308	P.O. DRAWER 920		NAPOLEONVILLE	LA	70390	
ASSUMPTION PARISH SALES TAX DEPARTMENT		P. O. DRAWER 920			NAPOLEONVILLE	LA	70390	
ATASCOSA COUNTY (PLEASANTON)	LORETTA HOLLEY, TAX-ASSESSOR-COLLECTOR	1001 OAK ST			JOURDANTON	TX	78026-2849	
ATASCOSA COUNTY TAX OFFICE		1001 OAK STREET			JOURDANTON	TX	78026	
ATOKA COUNTY, OK		200 EAST COURT STREET, SUITE 203W			ATOKA	OK	74525	
ATOSCA COUNTY, TX	ATTN COUNTY TAX ASSESSOR AND COLLECTOR	1001 OAK STREET			JOURDANTON	TX	78026	
AVOYELLES		221 TUNICA DRIVE			WEST MARKSVILLE	LA	71351	
AVOYELLES	JAIMIE LACOMBE, SALES TAX SUPERVISOR	221 TUNICA DRIVE W			MARKSVILLE	LA	71351	

## Exhibit F

Taxing Authorities Service List  
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Azerbaijan	STATE TAX SERVICE OFFICE	16, LANDAU STR.			BAKU		AZ1073	AZERBAIJAN
BAY COUNTY (PANAMA CITY)		860 WEST 11TH STREET			PANAMA CITY	FL	32401	
BEAUREGARD		120 S. STEWART ST	PO BOX 639		DERIDDER	LA	70634	
BEAUREGARD		PO BOX 639			DERIDDER	LA	70634-0639	
BEAUREGARD	BEAUX VICTOR, SALES TAX ADMINISTRATOR	120 S. STEWART ST			DERIDDER	LA	70634	
BEAUREGARD PARISH		PO BOX 639			DERIDDER	LA	70634	
BEAUREGARD PARISH SHERIFF OFFICE	SALES TAX DEPARTMENT	120 S. STEWART ST	P. O. BOX 639		DERIDDER	LA	70634-0639	
BEAUREGARD PARISH SHERIFF OFFICE	SALES TAX DEPARTMENT	PO Box 639			DERIDDER	LA	70634-0639	
BEAVER COUNTY	ALBERT RODRIGUEZ, COUNTY TREASURER	111 SECOND ST			BEAVER	OK	73932	
BECKHAM COUNTY ASSESSOR	JONATHAN BECK	301 EAST MAIN STREET, SUITE 2			SAYRE	OK	73662	
BECKHAM COUNTY, OK	ATTN JENNIFER DRURY, BECKHAM COUNTY TREASURER	104 S 3RD, ROOM 101			SAYRE	OK	73662	
BECKHAM COUNTY, OK	ATTN JONATHAN BECK, COUNTY ASSESSOR	301 EAST MAIN STREET, SUITE 2			SAYRE	OK	73662	
BECKHAM COUNTY, OK	ATTN JONATHAN BECK, COUNTY ASSESSOR	302 EAST MAIN STREET, SUITE 2			SAYRE	OK	73662	
BIENVILLE		970 FIRST ST	P. O. BOX 746		ARCADIA	LA	71001	
BIENVILLE		PO BOX 746			ARCADIA	LA	71001	
BIENVILLE	JARVIS OSBORNE, ADMINISTRATOR	PO Box 746			ARCADIA	LA	71001	
BIENVILLE PARISH SALES & USE TAX COMMISSION		970 FIRST ST	P. O. BOX 746		ARCADIA	LA	71001	
BIENVILLE PARISH SALES & USE TAX COMMISSION		PO Box 746			ARCADIA	LA	71001	
BIENVILLE PARISH, LA	ASSESSORS OFFICE	100 COURTHOUSE DRIVE, STE 1200			ARCADIA	LA	71001	
BIENVILLE PARISH, LA	ASSESSORS OFFICE	2145 MILL STREET			RINGGOLD	LA	71068	
BIENVILLE PARISH, LA	ATTN CAROL T. BROWN, BIENVILLE PARISH ASSESSOR	100 COURTHOUSE DR., STE. 1200			ARCADIA	LA	71001	
BIG HORN TREASURER	BECKY LINDSEY	420 WEST C STREET			BASIN	WY	82410	
BLAINE COUNTY	DONNA HOSKINS, COUNTY TREASURER	212 N. WEIGIE			BLAINE	OK	73772	
BLAINE COUNTY, OK	ATTN DONNA HOSKINS, COUNTY TREASURER	212 N WEIGIE			WATONGA	OK	73772	
BOBBY J GUIDROZ, SHERIFF AND EX - OFFICIO TAX COLLECTOR		PO BOX 1029			OPELOUSAS	LA	70571	
BOBBY J GUIDROZ, SHERIFF AND EX - OFFICIO TAX COLLECTOR	SAINT LANDRY PARISH SHERIFFS OFFICE	108 S. MARKET STREET			OPELOUSAS	LA	70570	
BOSSIER	MIKE NORTON, ADMINISTRATOR	620 BENTON RD			BOSSIER CITY	LA	71111	

## Exhibit F

Taxing Authorities Service List  
Served via Overnight Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
BOSSIER CITY - PARISH SALES & USE TAX DIVISION		PO Box 71313			BOSSIER CITY	LA	71171-1313	
BOSSIER CITY - PARISH SALES & USE TAX DIVISION	CITY OF BOSSIER CITY - SALES AND TAX DIVISION	620 BENTON ROAD	P. O BOX 71313		BOSSIER CITY	LA	71171-1313	
BOSSIER PARISH		PO BOX 71313			BOSSIER CITY	LA	71171-1313	
BOSSIER PARISH	ATTN MICHAEL NORTON, TAX ADMINISTRATOR	SALES & USE TAX DIVISION	620 BENTON ROAD		BOSSIER CITY	LA	71111	
BOSSIER PARISH	CITY OF BOSSIER CITY - SALES AND TAX DIVISION	620 BENTON ROAD	P. O BOX 71313		BOSSIER CITY	LA	71171-1313	
BOTTINEAU		600 E. BOULEVARD AVE., DEPT 127			BISMARCK	ND	58505-0599	
BOULDER COUNTY, CO	ASSESSORS OFFICE	1325 PEARL STREET, 2ND FLOOR			BOULDER	CO	80302	
BOULDER COUNTY, CO	OFFICE OF FINANCIAL MANAGEMENT	COURTHOUSE WEST WING, 1ST FLOOR	2020 13TH STREET		BOULDER	CO	80302	
BOWMAN		600 E. BOULEVARD AVE., DEPT 127			BISMARCK	ND	58505-0599	
BOWMAN COUNTY, ND	ATTN TREASURER	104 1ST ST NW, SUITE 2			BOWMAN	ND	58623	
BRAZORIA COUNTY - ALVIN		260 GEORGE ST.			ALVIN	TX	77511	
BRAZORIA CTY	ROVIN GARRETT, RTA	COURTHOUSE ANNEX WEST 451 N VELASCO ST.			ANGLETON	TX	77515-4442	
BRAZOS COUNTY, TX	TAX OFFICE	4151 COUNTY PARK COURT			BRYAN	TX	77802	
BURLESON COUNTY, TX	ATTN JESSICA LUCERO, TAX ASSESSOR-COLLECTOR	100 W. BUCK STREET, SUITE 202			CALDWELL	TX	77836	
CADDO	GAIL HOWELL, ADMINISTRATOR	3300 DEE STREET			SHREVEPORT	LA	71105	
CADDO COUNTY, OK	ATTN EDWARD WHITWORTH, COUNTY ASSESSOR	110 SW 2ND STREET			ANADARKO	OK	73005	
CADDO COUNTY, OK	ATTN REGINA MOSER, COUNTY TREASURER	110 SW 2ND STREET			ANADARKO	OK	73005	
CADDO CTY	REGINA MOSER, TREASURER	110 SW 2ND STREET			ANADARKO	OK	73005	
CADDO PARISH		PO Box 104			SHREVEPORT	LA	71161	
CADDO PARISH SALES AND USE TAX COMMISSION		PO Box 104			SHREVEPORT	LA	71161	
CADDO PARISH SALES AND USE TAX COMMISSION	CADDO-SHREVEPORT SALES AND USE TAX COMMISSION	3300 DEE STREET	P.O BOX 104		SHREVEPORT	LA	71105	
CADDO PARISH SHERRIFFS OFFICE TAX DEPT		PO BOX 20905	501 TEXAS ST, ROOM 101		SHREVEPORT	LA	71120-0905	
CADDO PARISH, LA	ATTN CADDO-SHREVEPORT SALES AND USE TAX	3300 DEE STREET			SHREVEPORT	LA	71105	
CADDO-SHREVEPORT		PO BOX 104			SHREVEPORT	LA	71161	
CADDO-SHREVEPORT	CADDO-SHREVEPORT SALES AND USE TAX COMMISSION	3300 DEE STREET	P.O BOX 104		SHREVEPORT	LA	71105	
CALCASIEU		PO DRAWER 2050			LAKE CHARLES	LA	70602-2050	
CALCASIEU	CALCASIEU PARISH SCHOOL BOARD SALES AND USE TAX DEPT	2439 6TH ST.	P.O DRAWER 2050		LAKE CHARLES	LA	70602-2050	
CALCASIEU	KIMBERLY TYREE, DIRECTOR OF SALES TAX	2439 SIXTH STREET			LAKE CHARLES	LA	70601	
CALCASIEU PARISH		PO Box 2050			LAKE CHARLES	LA	70602	

**Exhibit F**  
Taxing Authorities Service List  
Served via Overnight Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
CALCASIEU PARISH		PO DRAWER 2050			LAKE CHARLES	LA	70602	
CALCASIEU PARISH SALES AND USE TAX DEPT		P. O. DRAWER 2050			LAKE CHARLES	LA	70602-2050	
CALCASIEU PARISH SALES AND USE TAX DEPT	CALCASIEU PARISH SCHOOL BOARD SALES AND USE TAX DEPT	2439 6TH ST.	P.O DRAWER 2050		LAKE CHARLES	LA	70602-2050	
CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION		450 N ST.			SACRAMENTO	CA	95814	
CALIFORNIA FRANCHISE TAX BOARD		PO BOX 942840			SACRAMENTO	CA	94240-0001	
CALIFORNIA FRANCHISE TAX BOARD		PO BOX 942857			SACRAMENTO	CA	94257-0501	
CALIFORNIA FRANCHISE TAX BOARD		PO BOX 942867			SACRAMENTO	CA	94267-0001	
CAMP COUNTY, TX	ATTN GALE BURNS, TAX ASSESSOR-COLLECTOR	115 DR. M L KING JR. AVE., STE. B			PITTSBURG	TX	75686	
CAMPBELL	RACHEL KNUST, COUNTY TREASURER	500 S. GILLETTE AVE, SUITE 1700			GILLETTE	WY	82716	
CAMPBELL COUNTY, WY	ATTN CAMPBELL COUNTY CHAMBER OF COMMERCE	314 S. GILLETTE AVE.			GILLETTE	WY	82716	
CAMPBELL COUNTY, WY	ATTN RACHAEL KNUST, TREASURER	500 S. GILLETTE AVE., SUITE 1700			GILLETTE	WY	82716	
CANADIAN COUNTY ASSESSOR	MATT WEHMULLER	200 N CHOCTAW AVE			EL RENO	OK	73036	
CANADIAN COUNTY, OK	ATTN CAROLYN M. LECK, COUNTY TREASURER	201 N. CHOCTAW AVE.			EL RENO	OK	73036	
CANADIAN COUNTY, OK	ATTN MATT WEHMULLER, COUNTY ASSESSOR	201 N. CHOCTAW AVE.			EL RENO	OK	73036	
CANADIAN CTY	CAROLYN LECK, CANADIAN COUNTY TREASURER	201 N. CHOCTAW AVE	P.O. BOX 1095		EL RENO	OK	73036	
CARBON COUNTY TREASURER		415 W. PINE STREET			RAWLINS	WY	82301	
CARBON COUNTY, WY	ATTN COUNTY TREASURER	415 W. PINE STREET			RAWLINS	WY	82301	
CARTER COUNTY, OK	ATTN MARSHA COLLINS, TREASURER	#25 A STREET NW, SUITE 105			ARDMORE	OK	73401	
CARTER CTY	KERRY ROSS, CARTER COUNTY ASSESSOR	25 A STREET NW, SUITE 103			ARDMORE	OK	73401	
CATAHOULA		508 JOHN DALE DRIVE, SUITE A			VIDALIA	LA	71373	
CATAHOULA		PO BOX 250			VIDALIA	LA	71373	
CHAMBERS COUNTY	DENISE HUTTER	405 SOUTH MAIN ST			ANAHUAC	TX	77514	
CHAVEZ COUNTY, NM	TREASURERS OFFICE	#1 ST. MARYS PLACE, SUITE 200			ROSWELL	NM	88203	
CHEROKEE COUNTY, TX	ATTN LINDA LITTLE, TAX ASSESSOR-COLLECTOR	135 S. MAIN ST.			RUSK	TX	75785	
CHICKASHA, OK	ATTN SUSAN MCDANIEL, CITY CLERK	117 N. 4TH STREET			CHICKASHA	OK	73018	
CITY & COUNTY OF BROOMFIELD, CO	SALES TAX ADMINISTRATION	ONE DESCOMBES DR			BROOMFIELD	CO	80020	

## Exhibit F

Taxing Authorities Service List  
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
CITY AND COUNTY OF DENVER, CO	TREASURY DIVISION	201 W. COLFAX AVE., DEPARTMENT 1009			DENVER	CO	80202	
CITY OF BATON ROUGE- PARISH OF E BATON ROUGE	PARISH AND CITY TREASURER	PO Box 2590			BATON ROUGE	LA	70821-2590	
CITY OF BRYAN, TX	ATTN LAURA TAYLOR DAVIS, TREASURER	200 S. TEXAS AVE., SUITE 240			BRYAN	TX	77803	
CITY OF CARRIZO SPRING CITY, TX		CITY HALL	U.S. HIGHWAY 277	308 WEST PENA STREET	CARRIZO SPRINGS	TX	78834	
CITY OF ENID, OK	ATTN CITY CLERK	401 WEST OWEN K. GARRIOTT ROAD	PO BOX 1768		ENID	OK	73701	
CITY OF GAINESVILLE, TX		200 S. RUSK			GAINESVILLE	TX	76240	
CITY OF GREELEY		PO BOX 1648			GREELEY	CO	80632	
CITY OF GREELEY, CO	FINANCE SALES TAX	1000 10TH STREET			GREELEY	CO	80631	
CITY OF JACKSBORO, TX	ATTN HANNA REYNOLDS, FINANCE OFFICER	112 WEST BELKNAP			JACKSBORO	TX	76458	
CITY OF KILGORE, TX	ATTN LONDON WARD, FINANCE DIRECTOR	815 N KILGORE STREET			KILGORE	TX	75662	
CITY OF KINGSVILLE, TX	ATTN DEBORAH BALLI	400 W. KING AVENUE			KINGSVILLE	TX	78363	
CITY OF LAFAYETTE		PO BOX 4024	705 WEST UNIVERSITY AVE		LAFAYETTE	LA	70502	
CITY OF LAFAYETTE		214 SOUTHPARK ROAD			LAFAYETTE	LA	70508	
CITY OF LAFAYETTE		PO BOX 4024			LAFAYETTE	LA	70502-4024	
CITY OF LAFAYETTE	CONRAD T. COMEAUX	1010 LAFAYETTE STREET	P.O. BOX 3225		LAFAYETTE	LA	70501	
CITY OF MORGAN CITY		512 FIRST ST	P.O. BOX 1218		MORGAN CITY	LA	70381	
CITY OF MORGAN CITY		PO Box 1218			MORGAN CITY	LA	70381	
CITY OF NORMAN, OK	FINANCE DEPT	201-C WEST GRAY	PO BOX 370		NORMAN	OK	73070	
CITY OF PERRYTON, TX		110 S ASH ST			PERRYTON	TX	79070	
CITY OF POND CREEK, OK	ATTN CITY CLERK	102 S. 2ND ST.			POND CREEK	OK	73766	
CITY OF RIFLE		202 RAILROAD AVENUE			RIFLE	CO	81650	
CITY OF SEMINOLE		401 NORTH MAIN STREET			SEMINOLE	OK	74868	
CITY OF SHREVEPORT REVENUE DIVISION		PO BOX 30040	505 TRAVIS ST		SHREVEPORT	LA	71130-0040	
CITY OF THOMAS, OK		122 WEST BROADWAY AVENUE			THOMAS	OK	73669	
CITY OF THORNTON, CO	SALES TAX DIVISION	9500 CIVIC CENTER DRIVE SUITE #2050			THORNTON	CO	80229	
CITY OF WATFORD, ND		213 2ND ST NE	PO BOX 494		WATFORD CITY	ND	58854	
CITY OF WEATHERFORD, TX	ATTN DANA L. RATCLIFFE, CITY TREASURER	CITY HALL	522 W. RAINEY		WEATHERFORD	OK	73096-4704	
CITY OF WILLISTON, ND		CITY HALL, 1ST FLOOR	22 EAST BROADWAY		WILLISTON	ND	58801	
CITY OF YUKON, OK	ATTN TREASURER/CITY CLERK	500 WEST MAIN STREET			YUKON	OK	73099	
CLAIBORNE		415 EAST MAIN STREET			HOMER	LA	71040	
CLAIBORNE		PO BOX 600			HOMER	LA	71040	
CLAIBORNE PARISH		PO BOX 600			HOMER	LA	71040-0600	
CLAIBORNE PARISH	WANDA CLEMENT	415 EAST MAIN ST.	P.O. BOX 600		HOMER	LA	71040-0600	
CLEBURNE CTY	CONNIE CALDWELL	320 WEST MAIN STREET			HEBER SPRINGS	AR	72543	
CLEVELAND COUNTY, OK	ATTN JIM REYNOLDS, COUNTY TREASURER	201 S. JONES, SUITE 100			NORMAN	OK	73069	



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CLEVELAND COUNTY, OK	ATTN MICHELLE LEHNUS, CITY CLERK & FINANCE DIRECTOR	105 W CADDO STREET			CLEVELAND	OK	74020	
CLEVELAND CTY	JIM REYNOLDS, CLEVELAND COUNTY TREASURER	201 S. JONES, SUITE 100			NORMAN	OK	73069	
COAL COUNTY, OK	TREASURERS OFFICE	4 N. MAIN, SUITE 4			COALGATE	OK	74538	
COAL CTY	GINA MCNUTT, COAL COUNTY TREASURER	4 N. MAIN STREET, SUITE 4			COLGATE	OK	74538	
COLLECTOR, CLAIBORNE PAISH SALES TAX DEPT	WANDA CLEMENT	415 EAST MAIN ST.	P.O. BOX 600		HOMER	LA	71040-0600	
COLLECTOR, CLAIBORNE PARISH SALES TAX DEPT		PO Box 600			HOMER	LA	71040	
COLORADO		PO BOX 17087			DENVER	CO	80217-0087	
COLORADO DEPARTMENT OF REVENUE		1375 SHERMAN STREET	1375 SHERMAN STREET		DENVER	CO	80203	
COLORADO DEPARTMENT OF REVENUE		1375 SHERMAN STREET			DENVER	CO	80203	
COLORADO DEPARTMENT OF REVENUE		1881 PIERCE STREET			LAKEWOOD	CO	80214	
COLORADO DEPARTMENT OF REVENUE		PO BOX 17087			DENVER	CO	80217-0087	
COLORADO DEPT OF REVENUE		1375 SHERMAN STREET			DENVER	CO	80203	
COLORADO DEPT OF REVENUE		PO Box 17087			DENVER	CO	80217-0087	
COLUMBIA COUNTY, AR	ATTN SELENA R BLAIR, COUNTY TREASURER	101 BOUNDARY STREET, SUITE 103			MAGNOLIA	AR	71753	
COLUMBIA CTY	RACHEL WALLER	101 BOUNDARY, SUITE 104			MAGNOLIA	AR	71753	
COMANCHE COUNTY, OK	ATTN RHONDA BRANTLEY, TREASURER	315 SW 5TH STREET, SUITE 300			LAWTON	OK	73501	
COMMISSIONER OF TAXATION AND FINANCE		PO BOX 15166			ALBANY	NY	12212-5166	
COMPTROLLER OF PUBLIC ACCOUNTS		111 EAST 17TH STREET			AUSTIN	TX	78711	
CONVERSE	CONVERSE COUNTY TREASURER	107 N 5TH STREET, SUITE 129			DOUGLAS	WY	82633	
CONVERSE COUNTY, WY	ATTN COUNTY TREASURER	107 N 5TH STREET, SUITE 129			DOUGLAS	WY	82633	
CONVERSE COUNTY, WY	ATTN DIXIE J. HUXTABLE, COUNTY ASSESSOR	107 N 5TH STREET, SUITE 126			DOUGLAS	WY	82633	
CONWAY CTY		117 S MOOSE ST # 106			MORRILTOM	AR	72110	
COOKE COUNTY APPRAISAL DISTRICT		201 NORTH DIXON			GAINSVILLE	TX	76240	
COOKE COUNTY, TX	ATTN COOKE COUNTY APPRAISAL DISTRICT	201 N. DIXON STREET			GAINESVILLE	TX	76240	
COOKE COUNTY, TX	ATTN COOKE COUNTY TREASURER/INVESTMENT OFFICE	COOKE COUNTY COURTHOUSE	101 SOUTH DIXON		GAINESVILLE	TX	76240	
CORPUS CHRISTI, TX	TEXAS DEPARTMENT OF TRANSPORTATION, CORPUS CHRISTI DISTRICT	1701 S. PADRE ISLAND DRIVE			CORPUS CHRISTI	TX	78416	

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Cowley County, KS	Treasurers Office	321 E 10th Ave.	321 E 10th Ave.		Winfield	KS	67156	
COWLEY COUNTY, KS	TREASURERS OFFICE	321 E 10TH AVE.			WINFIELD	KS	67156	
CULBERSON COUNTY	MOLLY HERNANDEZ, TAX-ASSESSOR-COLLECTOR	300 LA CAVERNA DR.			VAN HORN	TX	79855-0668	
CUSTER COUNTY, OK	ATTN BRAD RENNELS, COUNTY ASSESSOR	675 WEST B STREET			ARAPAHO	OK	73620	
CUSTER COUNTY, OK	ATTN JANET ROULET, COUNTY TREASURER	675 WEST B STREET			ARAPAHO	OK	73620	
CUSTER CTY	JANET ROULET, CUSTER COUNTY TREASURER	PO BOX 200			ARAPAHO	OK	73620	
DAVID PIWONKA - CYPRESS-FAIRBANKS ISD TAX ASSESSOR/COLLECTOR		PO Box 203908			HOUSTON	TX	77216	
DAVID PIWONKA - CYPRESS-FAIRBANKS ISD TAX ASSESSOR/COLLECTOR	CYPRESS-FAIRBANKS ISD TAX OFFICE	10494 JONES RD., SUITE 106			HOUSTON	TX	77065	
DAWSON COUNTY	TERRI STAHL	400 S. 1ST STREET			LAMESA	TX	79331	
DELAWARE SECRETARY OF STATE - DIVISION OF CORPORATIONS		JOHN G. TOWNSEND BLDG	401 FEDERAL STREET - SUITE 4		DOVER	DE	19901	
DEPARTMENT OF TREASURY INTERNAL REVENUE SERVICE		1111 CONSTITUTION AVE, NW			WASHINGTON	DC	20224	
DEPARTMENT OF VEHICLE REGULATION KENTUCKY TRANSPORTATION CABINET		220 MERO STREET			FRANKFORT	KY	40622	
DESOTO		211 CROSBY ST			MANSFIELD	LA	71052	
DESOTO		211 CROSBY STREET			MANSFIELD	LA	71052	
DESOTO PARISH		PO Box 927			MANSFIELD	LA	71052	
DESOTO PARISH SALES & USE TAX COMMISSION		211 CROSBY ST	211 CROSBY ST		MANSFIELD	LA	71052	
DESOTO PARISH SALES & USE TAX COMMISSION		PO BOX 927			MANSFIELD	LA	71052	
DESOTO PARISH SALES AND USE TAX COMMISSION		211 CROSBY ST			MANSFIELD	LA	71052	
DEWEY COUNTY	DUSTY L. FOX, TREASURER	PO BOX 38			TALOGA	OK	73667	
DEWEY COUNTY, OK	ATTN JENNIFER MCCORMICK, ASSESSOR	213 S BROADWAY STREET			TALOGA	OK	73667	
Dewey Cty	Dusty L. Fox, Treasurer	PO BOX 38			Taloga	OK	73667	
DIMMIT COUNTY, TX		DIMMITCENTRAL APPRAISAL DISTRICT	203 HOUSTON ST.		CARRIZO SPRINGS	TX	78834-3216	
DIMMIT COUNTY, TX	TAX ASSESSOR-COLLECTOR	212 N. 4TH ST.			CARRIZO SPRINGS	TX	78834	
DIMMIT COUNTY, TX	TREASURERS OFFICE	301 N. 5TH STREET			CARRIZO SPRINGS	TX	78834	
DIVISION OF MOTOR CARRIERS		200 MERO STREET			FRANKFORT	KY	40622	

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DIVISION OF MOTOR CARRIERS		PO BOX 2004			FRANKFORT	KY	40602	
DUCHESNE COUNTY, UT	ATTN STEPHEN POTTER, TREASURER	734 NORTH CENTER STREET			DUCHESNE	UT	84021	
DUVAL COUNTY		231 EAST FORSYTH STREET, SUITE 270			JACKSONVILLE	FL	32203	
E. BATON ROUGE		PO Box 1471			BATON ROUGE	LA	70821	
E. BATON ROUGE	DEPARTMENT OF FINANCE REVENUE DIVISION	PO Box 2590			BATON ROUGE	LA	70821	
EAST BATON ROUGE		PO BOX 2590			BATON ROUGE	LA	70821-2590	
EAST CARROLL		508 JOHN DALE DRIVE, SUITE A			VIDALIA	LA	71373	
EAST CARROLL		PO BOX 130			VIDALIA	LA	71373	
EAST FELICIANA		12732 SILLIMAN STREET			CLINTON	LA	70722	
EAST FELICIANA		PO BOX 397			CLINTON	LA	70722	
EAST FELICIANA PARISH SCHOOL BOARD		PO Box 397			CLINTON	LA	70722	
EAST FELICIANA PARISH SCHOOL BOARD	SUSAN SMITH, ADMINISTRATOR	12732 SILLIMAN STREET			CLINTON	LA	70722	
EAST FELICIANA PARISH SCHOOL BOARD	SUSAN SMITH, ADMINISTRATOR	PO Box 397			CLINTON	LA	70722	
ECTOR COUNTY APPRAISAL DISTRICT		1301 EAST 8TH STREET			ODESSA	TX	79761	
ECTOR COUNTY APPRAISAL DISTRICT		6010 E. HWY 191			ODESSA	TX	79762	
ECTOR COUNTY, TX	ATTN ECTOR COUNTY APPRAISAL DISTRICT	1301 E 8TH STREET			ODESSA	TX	79761-4703	
EDDY COUNTY	LAURIE PRUITT, TREASURER	101 W GREENE STREET, SUITE 117			CARLSBAD	NM	88220	
EDDY COUNTY, NM	ASSESSORS OFFICE	EDDY COUNTY ADMINISTRATION COMPLEX	101 W GREEN STREET, SUITE 319		CARLSBAD	NM	88220	
EDDY COUNTY, NM	TREASURERS OFFICE	EDDY COUNTY ADMINISTRATION COMPLEX	101 W GREEN STREET, SUITE 319		CARLSBAD	NM	88220	
EL PASO COUNTY, CO	ATTN RAY BACA, SALES TAX ANALYST	200 S CASCADE AVENUE, SUITE 150			COLORADO SPRINGS	CO	80903-2208	
EL RENO, OK	ATTN MARSHA LECK, FINANCE DIRECTOR / CITY TREASURER	101 N. CHOCTAW AVE.	P.O. DRAWER 700		EL RENO	OK	73036	
ELBERT COUNTY, CO	ATTN SUSAN MURPHY, COUNTY ASSESSOR	ANNEX BUILDING	221 COMANCHE STREET		KIOWA	CO	80117	
ELBERT COUNTY, CO	FINANCE DEPARTMENT	215 COMANCHE STREET			KIOWA	CO	80117	
ELLIS COUNTY, OK	COUNTY TREASURERS OFFICE	ELLIS COUNTY COURTHOUSE	100 S. WASHINGTON ST.		ARNETT	OK	73832-0217	
ELLIS CTY	CHRISTIE PSHIGODA, COUNTY ASSESSOR	POST OFFICE BOX 276			ARNETT	OK	73832	
ENTERPRISE FLEET SERVICES (LESSOR)		PO BOX 800089			KANSAS CITY	MO	64180	
EVANGELINE		405 WEST MAGNOLIA STREET			VILLE PLATTE	LA	70586	

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EVANGELINE		PO BOX 367			VILLE PLATTE	LA	70586-0367	
EVANGELINE	EVANGELINE PARISH SALES TAX COMMISSION, MARTY MOREIN - ADMINISTRATOR	405 WEST MAGNOLIA STREET			VILLE PLATTE	LA	70586	
EVANGELINE	EVANGELINE PARISH SALES TAX COMMISSION, MARTY MOREIN - ADMINISTRATOR	PO Box 367			VILLE PLATTE	LA	70586	
FARNHAM & PFILE COMPANY INC		SUITE 403B	1200 MARONDA WAY		MONESSEN	PA	15062	
FAULKNER COUNTY, AR	ATTN KRISSY LEWIS, COUNTY ASSESSOR	801 LOCUST AVE			CONWAY	AR	72034	
FAULKNER COUNTY, AR	ATTN KRISSY LEWIS, COUNTY ASSESSOR	806 FAULKNER STREET			CONWAY	AR	72034	
FAULKNER COUNTY, AR	ATTN SHERRY KOONCE, COUNTY COLLECTOR	801 LOCUST AVE			CONWAY	AR	72034	
FAULKNER COUNTY, AR	ATTN SHERRY KOONCE, COUNTY COLLECTOR	806 FAULKNER STREET			CONWAY	AR	72034	
FAULKNER CTY	SHERRY KOONCE	806 FAULKNER ST			CONWAY	AR	72034	
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION		1200 NEW JERSEY AVENUE SE			WASHINGTON	DC	20590	
FEDERAL TAX SERVICE OF RUSSIA		NEGLINNAYA STR., 23			MOSCOW		127381	RUSSIA
FINNEY COUNTY	TRISTA JOYCE	OFFICE OF THE TREASURER	311 NORTH NINTH		GARDEN CITY	KS	67846	
FLORIDA DEPARTMENT OF REVENUE		5050 WEST TENNESSEE STREET			TALLAHASSEE	FL	32399-0100	
FMCSA		1200 NEW JERSEY AVENUE SE			WASHINGTON	DC	20590	
FRANKLIN		PO DRAWER 337			WINNSBORO	LA	71295	
FRANKLIN COUNTY	RICK WATSON	33 MARKET STREET, SUITE 202			APALACHICOLA	FL	32329	
FRANKLIN PARISH SCHOOL BOARD		7293 PRAIRIE ROAD			WINNSBORO	LA	71295	
FREESTONE COUNTY TEXAS (FAIRFIELD)	LISA FOREE, RTA, TAX ASSESSOR-COLLECTOR	112 EAST MAIN STREET			FAIRFIELD	TX	75840	
FREMONT COUNTY ASSESSOR	ASSESSOR BARBARA HIRSCHI	151 W. 1ST NORTH, SUITE 2			ST. ANTHONY	ID	83445	
FREMONT COUNTY TREASURER	JIM ANDERSON	450 NORTH 2ND STREET			LANDER	WY	82520	
FREMONT COUNTY, WY	ATTN TARA BERG, ASSESSOR	450 N. 2ND ST.			LANDER	WY	82520	
GALVESTON COUNTY	CHERYL E. JOHNSON, TAX ASSESSOR/COLLECTOR	722 MOODY AVE., 2ND FLOOR			GALVESTON	TX	77550-2318	
GALVESTON COUNTY APPRAISER		722 MOODY AVENUE			GALVESTON	TX	77550	
GARFIELD COUNTY	GARFIELD COUNTY	109 8TH STREET	SUITE 207		GLENWOOD SPRINGS	CO	81601	
GARFIELD COUNTY TREASURER		114 W. BROADWAY, ROOM 104			ENID	OK	73701	
GARFIELD COUNTY TREASURER		PO Box 489			ENID	OK	73702	

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GARFIELD COUNTY, CO	ATTN JIM YELLICO, GARFIELD COUNTY ASSESSOR	109 8TH STREET, SUITE 207			GLENWOOD SPRINGS	CO	81601	
GARFIELD COUNTY, CO	ATTN TREASURER	109 8TH STREET, SUITE 204			GLENWOOD SPRINGS	CO	81601	
GARFIELD COUNTY, OK	ATTN CAROLYN SANFORD, ASSESSOR	114 W. BROADWAY, ROOM 106			ENID	OK	73701	
GARFIELD COUNTY, OK	ATTN GARFIELD COUNTY TREASURER	114 W. BROADWAY, ROOM 104			ENID	OK	73701	
GARFIELD CTY	CAROLYN SANFORD, COUNTY ASSESSOR	114 WEST BROADWAY, SUITE 106			ENID	OK	73701	
GARVIN COUNTY, OK	ATTN TAMMY MURRAH, ASSESSOR	201 WEST GRANT AVENUE, 2ND FLOOR ANNEX			PAULS VALLEY	OK	73075	
GARVIN CTY	SANDY GOGGANS, GARVIN COUNTY TREASURER	201 WEST GRANT, 2ND FLOOR ANNEX			PAULS VALLEY	OK	73075	
GENERAL TAX AUTHORITY, STATE OF QATAR		AL-TAAWON TOWER	MAJLIS AL TAAWON ST		DOHA			QATAR
GONZALES COUNTY	CRYSTAL CEDILLO, COUNTY TAX ASSESSOR-COLLECTOR	427 ST. GEORGE, SUITE 100			GONZALES	TX	78629	
GOODLAND CITY	APRIL HALL	OFFICE OF THE TREASURER	813 BROADWAY, ROOM 103		GOODLAND	KS	67735	
GOSHEN COUNTY TREASURER	LETICIA DOMINGUEZ	2125 EAST A STREET			TORRINGTON	WY	82240	
GOSHEN COUNTY, WY	ATTN LETICIA DOMINGUEZ, GOSHEN COUNTY TREASURER	2125 EAST A STREET	PO BOX 878		TORRINGTON	WY	82240	
GRADY COUNTY	TREASURER	320 W CHOCTAW AVE			CHICKASHA	OK	73018	
GRADY COUNTY, OK	ASSESSORS OFFICE	BARI FIRESTONE	326 CHOCTAW		CHICKASHA	OK	73018	
GRADY COUNTY, OK	ATTN ROBIN BURTON, TREASURER	326 CHOCTAW			CHICKASHA	OK	73018	
GRAND COUNTY	CHRIS KAUFFMAN, TREASURER	125 E. CENTER ST.	P.O. BOX 1268		MOAB	UT	84532	
GRAND COUNTY, UT	ATTN DEBBIE SWASEY, ASSESSOR	125 E. CENTER ST.			MOAB	UT	84532	
GRAND JUNCTION CITY, CO		GRAND JUNCTION CITY	250 N 5TH ST		GRAND JUNCTION	CO	81501	
GRANT		PO BOX 187			COLFAX	LA	71417	
GRANT COUNTY	PENNY HUFF, TREASURER	112 E. GUTHRIE, ROOM 105			MEDFORD	OK	73759	
GRANT COUNTY, OK	ATTN GRANT COUNTY TREASURER OFFICE	112 E. GUTHRIE, ROOM 105			MEDFORD	OK	73759	
GRANT PARISH	WALKER WRIGHT	200 MAIN STREET			COLFAX	LA	71417	
GRAYSON COUNTY, TX	ATTN GRAYSON CENTRAL APPRAISAL DISTRICT	SHAWN COKER, RPA, CCA	512 N TRAVIS STREET		SHERMAN	TX	75090	
GREAT SEAL OF UNION CITY		101 N. ELM AVE			UNION CITY	OK	73090	
GREGG COUNTY, TX	ATTN GREGG COUNTY APPRAISAL DISTRICT	LIBBY NEELY, RPA, CCA, CTA	4637 W LOOP 281		LONGVIEW	TX	75604	
HANSFORD COUNTY, TX	ATTN LINDA CUMMINGS, COUNTY TAX ASSESSOR - COLLECTOR	221 MAIN ST.	PO BOX 367		SPEARMAN	TX	79081	
HARDING COUNTY, SD	ATTN TREASURER	410 RAMSLAND STREET			BUFFALO	SD	57720	

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HARPER COUNTY	TREASURER	311 SOUTHEAST 1ST STREET			BUFFALO	OK	73834	
HARRIS COUNTY	DYLAN OSBORNE	1001 PRESTON, RM 652			HOUSTON	TX	77002	
HARRIS COUNTY TAX ASSESSOR		19350 E HARDY RD.	19350 E HARDY RD.		HOUSTON	TX	77073	
HARRIS COUNTY TAX ASSESSOR		1940 W.W. THORNE	1940 W.W. THORNE		HOUSTON	TX	77073	
HARRIS COUNTY TAX ASSESSOR		2202 OIL CENTER COURT	2202 OIL CENTER COURT		HOUSTON	TX	77073	
HARRIS COUNTY TAX ASSESSOR		PO BOX 4622			HOUSTON	TX	77210	
HARRIS COUNTY TAX ASSESSOR COLLECTOR		19350 E HARDY RD.			HOUSTON	TX	77073	
HARRIS COUNTY TAX ASSESSOR COLLECTOR		1940 W.W. THORNE			HOUSTON	TX	77073	
HARRIS COUNTY TAX ASSESSOR COLLECTOR		2206 OIL CENTER COURT			HOUSTON	TX	77073	
HARRIS COUNTY, TX	ATTN HARRIS COUNTY APPRAISAL DISTRICT	13013 NORTHWEST FREEWAY			HOUSTON	TX	77040-6305	
HARRIS COUNTY, TX	HARRIS COUNTY COMMUNITY DEPARTMENT OFFICE OF TRANSIT SERVICES	8410 LANTERN POINT DRIVE			HOUSTON	TX	77054	
HARRISON COUNTY, TX	ATTN VERONICA KING, TAX COLLECTOR	HARRISON COUNTY COURTHOUSE	PO BOX 967		MARSHALL	TX	75671	
HASKELL COUNTY, OK	ATTN SHAWNA HUDSPETH, COUNTY ASSESSOR	202 EAST MAIN STREET, SUITE 4			STIGLER	OK	74462	
HEMPHILL COUNTY	CHRIS JACKSON, COUNTY TAX ASSESSOR - COLLECTOR	400 MAIN STREET, SUITE 204			CANADIAN	TX	79014	
HEMPHILL COUNTY, TX	ATTN CHRIS JACKSON, TAX ASSESSOR - COLLECTOR	400 MAIN STREET, SUITE 204			CANADIAN	TX	79014	
HENNESSEY, OK	TIFFANY TILLMAN	TOWN HALL	123 S MAIN		HENNESSEY	OK	73742	
HOOD COUNTY, TX	ATTN TREASURER	1402 W. PEARL ST.			GRANBURY	TX	76048	
HOOD COUNTY, TX	TAX ASSESSOR-COLLECTOR	1410 PEARL ST.			GRANBURY	TX	76048	
HOPKINS COUNTY, TX	ATTN DEBBIE POGUE MITCHELL, HOPKINS COUNTY TAX ASSESSOR-COLLECTOR	128 JEFFERSON ST., STE. D			SULPHUR SPRINGS	TX	75482	
HOT SPRINGS	JULIE MORTIMORE, TREASURER	415 ARAPAHOE			THERMOPOLIS	WY	82443	
HOWARD COUNTY	TIFFANY ANN SAYLES, TAX-ASSESSOR-COLLECTOR	315 S. MAIN			BIG SPRING	TX	79720-2513	
HUDSPETH COUNTY	PATRICIA J. ROSE, TAX-ASSESSOR-COLLECTOR	109 BROWN ST			SIERRA BLANCA	TX	79851	
HUERFANO COUNTY	HUERFANO COUNTY	401 MAIN STREET			WALSENBURG	CO	81089	
HUGHES COUNTY, OK	ASSESSORS OFFICE	200 NORTH BROADWAY, SUITE 4			HOLDENVILLE	OK	74848	
HUGHES COUNTY, OK	TREASURERS OFFICE	200 NORTH BROADWAY, SUITE 6			HOLDENVILLE	OK	74848	
HVUT - TaxExcise.com	ThinkTrade Inc.	233 Wilson Pike Cir, Ste 2B			Brentwood	TN	37027	
IBERIA		1500 JANE ST			NEW IBERIA	LA	70563	
IBERIA		PO BOX 9770			NEW IBERIA	LA	70562-9770	

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
IBERIA PARISH		121 WEST PERSHING STREET SUITE 100			NEW IBERIA	LA	70560	
IBERIA PARISH		PO Box 9770			NEW IBERIA	LA	70562	
IBERIA PARISH ASSESSOR	RICKY J HUVAL, SR., CLA ASSESSOR	121 W PERSHING ST, STE 100			NEW IBERIA	LA	70560	
IBERIA PARISH SCHOOL BOARD		1500 JANE ST	1500 JANE ST		NEW IBERIA	LA	70563	
Iberia Parish School Board		1500 Jane St			New Iberia	LA	70563	
IBERIA PARISH SCHOOL BOARD SALES & USE TAX DEPT		1500 JANE ST			NEW IBERIA	LA	70563	
IBERIA PARISH SCHOOL BOARD SALES & USE TAX DEPT		PO Box 9770			NEW IBERIA	LA	70562-9770	
IBERVILLE		PO BOX 355			PLAQUEMINE	LA	70765-0335	
IBERVILLE	DAVID HALL	IBERVILLE PARISH COURTHOUSE	58050 MERIAM STREET, 2ND FLOOR		PLAQUEMINE	LA	70764	
IBERVILLE PARISH		PO Box 355			PLAQUEMINE	LA	70765	
IBERVILLE PARISH SALES TAX DEPARTMENT		PO Box 355			PLAQUEMINE	LA	70765-0335	
IBERVILLE PARISH SALES TAX DEPARTMENT	IBERVILLE PARISH COURTHOUSE DAVID HALL DIRECTOR	58050 MERIAM STREET, 2ND FLOOR			PLAQUEMINE	LA	70764	
IDAHO STATE TAX COMMISSION		11321 W. CHINDEN BLVD			BOISE	ID	83714-1021	
IFTA – (Texas) Comptroller of Public Accounts		111 E 17th St			Austin	TX	78774-0100	
INCOME TAX DEPARTMENT, GOVERNMENT OF INDIA		AAYKARBHAWAN, SECTOR-3, VAISHALI			GHAZIABAD	UTTAR PRADESH	201010	INDIA
India		AAYKARBHAWAN, SECTOR-3, VAISHALI			GHAZIABAD		201010	INDIA
INTERNAL REVENUE SERVICE	CENTRALIZED INSOLVENCY OPERATION	2970 MARKET ST.	MAIL STOP 5-Q30-133		PHILADELPHIA	PA	19104-5016	
IRION COUNTY APPRAISAL DISTRICT		209 SOUTH PARK VIEW STREET			MERTZON	TX	76941	
JACK COUNTY, TX	ATTN SHARON ROBINSON, JACK COUNTY TAX ASSESSOR - COLLECTOR	100 N. MAIN ST, ROOM #209			JACKSBORO	TX	76458	
JACKSON		500 EAST COURT, ROOM 101			JONESBORO	LA	71251	
JACKSON		PO BOX 666			JONESBORO	LA	71251	
JACKSON COUNTY	TREASURER	101 NORTH MAIN STREET			ALTUS	OK	73521	
JACKSON CTY	KELLY WALKER	208 MAIN ST			NEWPORT	AR	72112	
JACKSON PARISH		PO BOX 666			JONESBORO	LA	71251-0666	
JACKSON PARISH	GLEN KIRKLAND, PLS, CLA JACKSON PARISH ASSESSOR	500 EAST COURT, ROOM 101			JONESBORO	LA	71251	
JACKSON PARISH STCA		PO Box 666			JONESBORO	LA	71251	
JACKSON/WALDEN	NANCY BENSON	JACKSON COUNTY COURTHOUSE	396 LAFEVER STREET		WALDEN	CO	80480	



## Exhibit F

Taxing Authorities Service List  
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
JEFF DAVIS		203 EAST PLAQUEMINE ST.			JENNINGS	LA	70546	
JEFF DAVIS		PO BOX 1161			JENNINGS	LA	70546	
JEFF YEAGER CARROLL COUNTRY TREASURER		119 S LISBON ST			CARROLLTON	OH	44615	
JEFFERSON		1233 WESTBANK EXPRESSWAY			HARVEY	LA	70058	
JEFFERSON		PO BOX 248			GRETNA	LA	70054-0248	
JEFFERSON COUNTY	ALLISON NATHAN GETZ, TAX- ASSESSOR-COLLECTOR	1149 PEARL ST BEAUMONT			BEAUMONT	TX	77701-3635	
JEFFERSON COUNTY, CO	PROPERTY & TAX DEPARTMENT	100 JEFFERSON COUNTY PARKWAY			GOLDEN	CO	80419	
JEFFERSON COUNTY, OH	TREASURERS OFFICE	JEFFERSON COUNTY COURTHOUSE	301 MARKET STREET, 1ST FLOOR, ROOM 100		STEUBENVILLE	OH	43952	
JEFFERSON COUNTY, OK	TREASURERS OFFICE	200 NORTH MAIN, ROOM 104			WAURIKA	OK	73573	
JEFFERSON COUNTY/MORRISON CITY	SCOT KERGAARD	100 JEFFERSON COUNTY PARKWAY, SUITE 2500			GOLDEN	CO	80419	
JEFFERSON DAVIS PARISH		PO BOX 1161			JENNING	LA	70546-1161	
JEFFERSON DAVIS PARISH	TAX COLLECTION DEPT. SUPERVISOR, DANETTE HARGRAVE	1530 HWY. 90 WEST			JENNINGS	LA	70546	
JEFFERSON DAVIS PARISH SCHOOL BOARD	JEFFERSON DAVIS PARISH SCHOOL BOARD	203 E. PLAQUEMINE STREET			JENNINGS	LA	70546	
JEFFERSON DAVIS PARISH SCHOOL BOARD	SALES AND USE TAX DEPT	PO Box 1161			JENNINGS	LA	70546	
JEFFERSON PARISH		1855 AMES BLVD., SUITE A			MARRERO	LA	70072	
JEFFERSON PARISH	JOSEPH S. YENNI BUILDING	1221 ELMWOOD PARK BLVD., SUITE 101			JEFFERSON	LA	70123	
JEFFERSON PARISH SHERIFF OFFICE		PO Box 248			GRETNA	LA	70054-0248	
JEFFERSON PARISH SHERIFF OFFICE	JEFFERSON PARISH SHERIFFS OFFICE	1233 WESTBANK EXPY			HARVEY	LA	70058	
JEFFERSON PARISH SHERIFFS OFFICE	SALES/USE TAX DIVISION	PO BOX 248			GRETNA	LA	70054-0248	
JERRY J LARPENTER SHERIFF & TAX COLLECTOR		PO DRAWER 1670	7856 MAIN ST, COURTHOUSE ANNEX, STE 121		HOUMA	LA	70361	
JET CITY, OK		JET CITY HALL	421 MAIN STREET		JET	OK	73749	
JIM WELLS COUNTY, TX	ATTN JIM WELLS COUNTY APPRAISAL DISTRICT	1600 EAST MAIN STREET, SUITE #100			ALICE	TX	78332	
JOHNSON CTY	LETA WILLIS	215 W MAIN ST			CLARKSVILLE	AR	72830	
JOHNSON CTY	TREASURER	76 N MAIN ST.			BUFFALO	WY	82834	
JOHNSTON COUNTY, OK	ATTN RANA SMITH, TREASURER	403 W. MAIN			TISHOMINGO	OK	73460-1753	
JONES COUNTY TAX ASSESSOR – COLLECTOR		JONES COUNTY JUNIOR COLLEGE			ELLISVILLE	MS	39437	

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JONES COUNTY TAX COLLECTOR		ELLISVILLE COURTHOUSE	101 NORTH COURT STREET		ELLISVILLE	MS	39437	
JONES COUNTY TAX COLLECTOR		PO Box 511			LAUREL	MS	39441	
JONES COUNTY, MS	TAX ASSESSOR- COLLECTOR	501 NORTH 5TH AVE			LAUREL	MS	39441	
JONES COUNTY, MS	TAX ASSESSOR- COLLECTOR	ELLISVILLE COURTHOUSE	101 NORTH COURT STREET SUITE A		ELLISVILLE	MS	39437	
JOSEPH LOPINTO - SHERIFF AND EX-OFFICIO TAX COLLECTOR - JEFFERSON PARISH - BUREAU OF REVENUE AND TAXATION - PROPERTY TAX DIVISION		PO Box 130			GRETA	LA	70054-0130	
JOSEPH LOPINTO - SHERIFF AND EX-OFFICIO TAX COLLECTOR - JEFFERSON PARISH - BUREAU OF REVENUE AND TAXATION - PROPERTY TAX DIVISION	JEFFERSON PARISH SHERIFFS OFFICE	200 DERBIGNY ST., SUITE 1200			GRETN	LA	70053	
KANSAS DEPARTMENT OF REVENUE		SCOTT STATE OFFICE BUILDING	120 SE 10TH AVENUE		TOPEKA	KS	66612-1103	
KANSAS DEPARTMENT OF REVENUE		PO BOX 758571			TOPEKA	KS	66675-8571	
KANSAS DEPT OF REVENUE		SCOTT STATE OFFICE BUILDING	120 SE 10TH AVENUE		TOPEKA	KS	66612-1103	
KANSAS DEPT OF REVENUE		PO BOX 3506			TOPEKA	KS	66625-3506	
KANSAS, SHERMAN COUNTY, GOODLAND CITY	APRIL HALL	OFFICE OF THE TREASURER	813 BROADWAY, ROOM 103		GOODLAND	KS	67735	
KARNES COUNTY	BRENDA JANYSEK, TAX-ASSESSOR-COLLECTOR	200 E CALVERT AVE, STE 3			KARNES CITY	TX	78118-3210	
KAY COUNTY	TREASURER	201 SOUTH MAIN STREET			NEWKIRK	OK	74647	
KAY COUNTY, OK	ATTN CHRISTY KENNEDY, TREASURER	201 S MAIN			NEWKIRK	OK	74647	
Kazakhstan		11 BLD., VICTORY AVENUE			NUR-SULTAN		010000	KAZAKHSTAN
KENTUCKY								
TRANSPORTATION CABINET	DIVISION OF MOTOR CARRIERS	PO BOX 2004			FRANKFORT	KY	40602	
KERN COUNTY TREASURER		19484 BROKEN COURT			SHAFTER	CA	93263	
TAX COLLECTOR		101 SOUTH MAIN STREET			KINGFISHER	OK	73750	
KINGFISHER COUNTY	TREASURER	101 S. MAIN S			KINGFISHER	OK	73750	
KINGFISHER COUNTY, OK		CITY HALL	301 NORTH MAIN STREET		KINGFISHER	OK	73750	
KINGFISHER COUNTY, OK	ATTN ROBIN L. ROTHER, TREASURER	101 SOUTH MAIN, ROOM 4			KINGFISHER	OK	73750	
KIOWA COUNTY, OK	ATTN KIOWA COUNTY CLERK	316 S MAIN	PO BOX 900		HOBART	OK	73651	
KLEBERG COUNTY, TX	ATTN MELISSA T. DE LA GARZA	KLEBERG COUNTY TAX OFFICE	700 E KLEBERG		KINGSVILLE	TX	78363	
Kuwait		MINISTRIES COMPLEX			AL-MIRQAB			KUWAIT

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KY WDT – Department of Vehicle Regulation Kentucky Transportation Cabinet		220 Mero Street			Frankfort	KY	40622	
LA DEPT OF PUBLIC SAFETY & CORRECTIONS		504 MAYFLOWER STREET			BATON ROUGE	LA	70802	
LA DEPT OF PUBLIC SAFETY & CORRECTIONS		PO BOX 64848			BATON ROUGE	LA	70896	
LA DEPT OF REVENUE		BATON ROUGE HEADQUARTERS	617 NORTH THIRD STREET		BATON ROUGE	LA	70802	
LA DEPT OF REVENUE		PO Box 3550			BATON ROUGE	LA	70821	
LA PLATA COUNTY	LA PLATA COUNTY	679 TURNER DR	STE. A		DURANGO	CO	81303	
LA STATE		PO Box 5199			BATON ROUGE	LA	70821-5199	
LAFAYETTE		1010 LAFAYETTE STREET, 4TH FLOOR			LAFAYETTE	LA	70501	
LAFAYETTE		200 DULLES DRIVE, SUITE 1060			LAFAYETTE	LA	70506	
LAFAYETTE		PO BOX 3883			LAFAYETTE	LA	70502-3883	
LAFAYETTE PARISH		PO Box 3883			LAFAYETTE	LA	70502	
LAFAYETTE PARISH	LAFAYETTE PARISH CLERK OF COURT 15TH JUDICIAL DISTRICT	800 S. BUCHANAN ST.			LAFAYETTE	LA	70501	
LAFAYETTE PARISH ASSESSOR		1010 LAFAYETTE STREET, SUITE 402			LAFAYETTE	LA	70501	
LAFAYETTE PARISH SCHOOL SYSTEM		207 TOWN CENTER PARKWAY, SUITE 101	207 TOWN CENTER PARKWAY, SUITE 101		LAFAYETTE	LA	70506	
LAFAYETTE PARISH SCHOOL SYSTEM		207 TOWN CENTER PARKWAY, SUITE 101			LAFAYETTE	LA	70506	
LAFAYETTE PARISH SCHOOL SYSTEM	SALES TAX DIVISION	PO BOX 52706			LAFAYETTE	LA	70505-2706	
LAFAYETTE PARISH TAX COLLECTOR		1010 LAFAYETTE STREET, SUITE 402	1010 LAFAYETTE STREET, SUITE 402		LAFAYETTE	LA	70501	
LAFAYETTE PARISH TAX COLLECTOR		1010 LAFAYETTE STREET	SUITE 402		LAFAYETTE	LA	70501	
LAFAYETTE PARISH TAX COLLECTOR		214 SOUTHPARK ROAD			LAFAYETTE	LA	70508	
LAFAYETTE PARISH TAX COLLECTOR		PO BOX 52667			LAFAYETTE	LA	70505	
LAFOURCHE		PO BOX 997			THIBODAU	LA	70302-0997	
LAFOURCHE	WENDY THIBODEAUX, CLA	403 ST. LOUIS STREET			THIBODAU	LA	70301	
LAFOURCHE PARISH		PO Box 997			THIBODEAUX	LA	70382	
LAFOURCHE PARISH	SALES TAX DEPARTMENT	701 EAST 7TH STREET			THIBODAU	LA	70301	
LAFOURCHE PARISH SCHOOL BOARD		PO BOX 54585			NEW ORLEANS	LA	70154	
LAFOURCHE PARISH SCHOOL BOARD	SALES TAX DEPARTMENT	701 EAST 7TH STREET			THIBODAU	LA	70301	
LAFOURCHE PARISH SCHOOL BOARD	SALES TAX DEPARTMENT	PO Box 54585			NEW ORLEANS	LA	70154	
LARAMIE COUNTY, WYOMING	TRUDY L. EISELE - COUNTY TREASURER	309 W. 20TH ST., RM 1400			CHEYENNE	WY	82001	
LARIMER COUNTY		200 W. OAK STREET, SUITE 4000			FORT COLLINS	CO	80521	

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LARIMER COUNTY, CO		200 W. OAK STREET			FORT COLLINS	CO	80521	
LARIMER COUNTY, COLORADO		200 W. OAK STREET			FORT COLLINS	CO	80521	
LASALLE		1050 COURTHOUSE STREET, ROOM 19			JENA	LA	71342	
LASALLE		PO BOX 190			VIDALIA	LA	71373	
LASALLE	LASALLE PARISH ASSESSORS OFFICE	1050 COURTHOUSE STREET, ROOM 19			JENA	LA	71342	
LATIMER COUNTY, OK	ATTN MELINDA BRINLEE, COURT CLERK	109 N. CENTRAL STREET			WILBURTON	OK	74568	
LEA COUNTY	SUSAN MARINOVICH, TREASURER	100 N. MAIN AVENUE, SUITE C3			LOVINGTON	NM	88260	
LEA COUNTY, NM	ASSESSORS OFFICE	100 N. MAIN AVENUE, SUITE 2			LOVINGTON	NM	88260	
LEA COUNTY, NM	ATTN SUSAN MARINOVICH, TREASURER	100 N. MAIN AVENUE, SUITE C3			LOVINGTON	NM	88260	
LECK, CAROLYN CANADIAN CTY TREASURER		201 NORTH CHOCTAW			EL RENO	OK	73036	
LEE TRANS SERVICES INC		415 SOUTH FIRST STREET SUITE 200			LUFKIN	TX	75901	
LEFLORE COUNTY, OK	ATTN LE FLORE COUNTY CLERK	100 S BROADWAY	PO BOX 100		POTEAU	OK	74953	
LELAND FALCON SHERIFF & EX OFFICIO TAX COLLECTOR		PO Box 69			NAPOLEONVILLE	LA	70390	
LELAND FALCON SHERIFF & EX OFFICIO TAX COLLECTOR	ASSUMPTION PARISH SHERIFFS OFFICE	112 FRANKLIN STREET			NAPOLEONVILLE	LA	70390	
LESTER BRAZZEL		925 SPRING STREET	SPRING AT LAKE ST		SHREVEPORT	LA	71101	
LIBERTY COUNTY	CHRISSY WILEY	3210 HWY 90	PO BOX 1810		LIBERTY	TX	77575	
LINCOLN	BILLY MCBRIDE, CLA	307 N HOMER ST.			RUSTON	LA	71270	
LINCOLN	LINCOLN COUNTY TREASURER	925 SAGE AVE., SUITE 102			KEMMERER	WY	83101	
LINCOLN	LINCOLN PARISH	107 W. TEXAS AVE.			RUSTON	LA	71270	
LINCOLN COUNTY	JAMES R. COVINGTON	103 3RD AVENUE			HUGO	CO	80821	
LINCOLN COUNTY	TREASURER	811 MANVEL, SUITE 6			CHANDLER	OK	74834	
LINCOLN COUNTY, OK	ATTN BRENDA JACKSON, TREASURER	811 MANVEL, SUITE 6			CHANDLER	OK	74834	
LINCOLN COUNTY, WY	ATTN TREASURER	421 JEFFERSON ST.			AFTON	WY	83110	
LINCOLN COUNTY, WY	ATTN TREASURER	925 SAGE AVE., SUITE 102			KEMMERER	WY	83101	
LINCOLN PARISH		PO BOX 863			RUSTON	LA	71273	
LINCOLN PARISH SALES AND USE TAX COMMISSION		PO Box 863			RUSTON	LA	71273-0863	
LINCOLN PARISH SALES AND USE TAX COMMISSION	DENISE GRIGGS	100 WEST TEXAS AVENUE			RUSTON	LA	71270	
LINCOLN PARISH SALES AND USE TAX COMMISSION	LINCOLN PARISH	107 W. TEXAS AVE.			RUSTON	LA	71270	
LIVINGSTON		20399 GOVERNMENT BLVD., 2ND FLOOR			LIVINGSTON	LA	70754	
LIVINGSTON		PO BOX 1030			LIVINGSTON	LA	70754-1030	
LIVINGSTON	JEFF TAYLOR	20400 GOVERNMENT BLVD			LIVINGSTON	LA	70754	
LIVINGSTON PARISH PUBLIC SCHOOL SYSTEM		20399 GOVERNMENT BLVD., 2ND FLOOR			LIVINGSTON	LA	70754	

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LIVINGSTON PARISH PUBLIC SCHOOL SYSTEM		PO Box 1030			LIVINGSTON	LA	70754	
LOGAN COUNTY		25 WEST WALNUT STREET			PARIS	AR	72855	
LOGAN COUNTY	JENNIE SCHOENBERGER	OFFICE OF THE TREASURER	710 WEST 2ND STREET		OAKLEY	KS	67748	
LOGAN COUNTY	SHERRI LONGNECKER, TREASURER	301 E HARRISON, SUITE 100			GUTHRIE	OK	73044	
LOGAN COUNTY, OK	ATTN SHERRI LONGNECKER, LOGAN COUNTY TREASURER	301 EAST HARRISON, SUITE 100			GUTHRIE	OK	73044	
LOUISIANA		BATON ROUGE HEADQUARTERS	617 NORTH THIRD STREET		BATON ROUGE	LA	70802	
LOUISIANA DEPARTMENT OF REVENUE		617 NORTH THIRD STREET			BATON ROUGE	LA	70802	
LOUISIANA DEPARTMENT OF REVENUE		BATON ROUGE HEADQUARTERS	617 NORTH THIRD STREET		BATON ROUGE	LA	70802	
LOUISIANA DEPARTMENT OF REVENUE		PO Box 201			BATON ROUGE	LA	70821-0201	
LOUISIANA DEPARTMENT OF REVENUE		PO Box 3138			BATON ROUGE	LA	70821-3138	
LOUISIANA DEPARTMENT OF REVENUE		PO BOX 91011			BATON ROUGE	LA	70821-9011	
LOUISIANA DEPT OF REVENUE		617 N 3RD ST			BATON ROUGE	LA	70802	
LOUISIANA DEPT OF REVENUE		BATON ROUGE HEADQUARTERS	617 NORTH THIRD STREET		BATON ROUGE	LA	70802	
LOUISIANA DEPT OF REVENUE		PO BOX 201			BATON ROUGE	LA	70821-0201	
LOUISIANA PARISH		617 NORTH THIRD STREET			BATON ROUGE	LA	70802	
LOVE COUNTY	KARLA SMITH, TREASURER	405 W. MAIN, SUITE #204			MARIETTA	OK	73448	
LOVE COUNTY, OK	TREASURERS OFFICE	405 WEST MAIN, SUITE 204			MARIETTA	OK	73448	
LOVING COUNTY	CHRIS H. BUSSE, TAX-ASSESSOR-COLLECTOR	114 W. COLLINS MENTONE			MENTONE	TX	79754	
LUBBOCK CENTRAL APPRAISAL DISTRICT		2109 AVE Q			LUBBOCK	TX	79411	
LUBBOCK CENTRAL APPRAISAL DISTRICT		PO Box 10568			LUBBOCK	TX	79408	
MADISON		PO BOX 100			VIDALIA	LA	71373	
MADISON	JIM D. SEVIER	100 NORTH CEDAR STREET			TALLULAH	LA	71282	
MAJOR COUNTY	TREASURER	500 EAST BROADWAY			FAIRVIEW	OK	73737	
MAJOR COUNTY, OK	ATTN DONISE ROGERS, COUNTY ASSESSOR	500 EAST BROADWAY, SUITE 1			FAIRVIEW	OK	73737	
MAJOR COUNTY, OK	TREASURERS OFFICE	9TH & BROADWAY	PO BOX 455		FAIRVIEW	OK	73737	
MARSHALL COUNTY, OK	ATTN LAURA LARKIN, MARSHALL COUNTY TREASURER	100 PLAZA, SUITE 104			MADILL	OK	73446	
MARSHALL CTY	COUNTY TREASURER	100 PLAZA, ROOM 104			MADILL	OK	73446	
Marshall cty	County Treasurer	100 Plaza, Room 104			Madill	OK	73446	
MARTIN COUNTY	KATHY HULL, TAX-ASSESSOR-COLLECTOR	301 N. SAINT PETER ST.			STANTON	TX	79782	

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MCALISTER CITY, OK	ATTN SHERRI SWIFT, CHIEF FINANCIAL OFFICER	28 E. WASHINGTON AVENUE	PO BOX 578		MCALISTER	OK	74502	
MCCLAIN COUNTY	COUNTY TREASURER	121 NORTH 2ND, ROOM 318			PURCELL	OK	73080	
MCCLAIN COUNTY, OK	ATTN KENDAL SACCHIERI, COUNTY ASSESSOR	121 N 2ND, SUITE 206			PURCELL	OK	73080	
MCCLAIN COUNTY, OK	ATTN TERESA JONES, TREASURER	121 N. 2ND #318			PURCELL	OK	73080	
MCCLAIN COUNTY, OK	ATTN TERESA JONES, TREASURER	121 NORTH 2ND, ROOM 318			PURCELL	OK	73080	
MCINTOSH COUNTY, OK	MCINTOSH COUNTY TREASURERS OFFICE	110 NORTH 1ST STREET			EUFAULA	OK	74432	
MCKENZIE COUNTY, ND	ATTN ERICA JOHNSRUD, AUDITOR/TREASURER	201 5TH ST NW, SUITE 543			WATFORD CITY	ND	58854	
MCKINLEY COUNTY	ERNEST BECENTI JR.	OFFICE OF THE TREASURER	207 WEST HILL AVE, SUITE 101		GALLUP	NM	87301	
MEDINA COUNTY (YANCEY)	MELISSA LUTZ, TAX ASSESSOR/COLLECTOR	1102 15TH STREET			HONDO	TX	78861	
MEDINA COUNTY, TX	ATTN MEDINA COUNTY EMERGENCY SERVICES DISTRICT NO. 6	MEDINA COUNTY APPRAISAL DISTRICT	1410 AVE K		HONDO	TX	78861	
MEDINA COUNTY, TX	MEDINA COUNTY TAX OFFICE	1102 15TH ST			HONDO	TX	78861-1334	
MEEKER/PITKIN	MEEKER/PITKIN	530 EAST MAIN STREET			ASPEN	CO	81611	
MELISSA LUTZ, PCC - MEDINA COUNTY TAX ASSESSOR-COLLECTOR		1102 15TH STREET			HONDO	TX	78861	
MESA COUNTY		544 ROOD AVENUE, 2ND FLOOR COURTHOUSE ANNEX			GRAND JUNCTION	CO	81501	
MESA COUNTY ASSESSOR	KEN BROWNLEE	544 ROOD AVENUE			GRAND JUNCTION	CO	81501	
MESA COUNTY, CO	MESA COUNTY TREASURERS OFFICE	MESA COUNTY COURTHOUSE	544 ROOD AVE., ROOM 100		GRAND JUNCTION	CO	81501	
MIDLAND CENTRAL APPRAISAL DISTRICT		PO BOX 908002	4631 ANDREWS HWY		MIDLAND	TX	79708	
Midland Central Appraisal District		PO Box 908002	4631 Andrews Hwy, Midland TX		Midland	TX	79708	
MIDLAND CENTRAL APPRAISAL DISTRICT		9215 W COUNTY RD 127			MIDLAND	TX	79706	
MIDLAND COUNTY APPRAISER	JERRY BUNDICK	MIDLAND COUNTY APPRAISAL DISTRICT	4631 ANDREWS HWY		MIDLAND	TX	79703-4608	
MIDLAND COUNTY TEXAS	MITZI BAKER, TREASURER	2110 N A STREET			MIDLAND	TX	79705	
MIDLAND COUNTY, TEXAS	TAX ASSESSOR-COLLECTORS OFFICE	2110 N A STREET			MIDLAND	TX	79705	
MIDLAND COUNTY, TX	TAX ASSESSOR-COLLECTORS OFFICE	2110 N A STREET			MIDLAND	TX	79705	
MILAM COUNTY	SHERRY MUECK	MILAM COUNTY COURTHOUSE	102 S. FANNIN AVE.		CAMERON	TX	76520	
MINISTRY OF FINANCE-KUWAIT		MINISTRIES COMPLEX			AL-MIRQAB			KUWAIT

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MINNESOTA DEPARTMENT OF REVENUE		MAIL STATION 1250	600 N. ROBERT STREET		ST. PAUL	MN	55145-1250	
MINOT		600 E. BOULEVARD AVE., DEPT 127			BISMARCK	ND	58505-0599	
MISSISSIPPI		500 CLINTON CENTER DRIVE			CLINTON	MS	39056	
MISSISSIPPI DEPARTMENT OF REVENUE		500 CLINTON CENTER DRIVE			CLINTON	MS	39056	
MISSISSIPPI DEPARTMENT OF REVENUE		500 CLINTON CENTER DR	SOUTH POINTE BUILDING PLAZA		CLINTON	MS	39056	
MISSISSIPPI DEPARTMENT OF REVENUE		PO Box 960			JACKSON	MS	39205-0960	
MISSISSIPPI DEPARTMENT OF REVENUE - INCOME AND FRANCHISE TAX BUREAU		500 CLINTON CENTER DRIVE			CLINTON	MS	39056	
MISSISSIPPI DEPARTMENT OF REVENUE - INCOME AND FRANCHISE TAX BUREAU		PO BOX 1033			JACKSON	MS	39215-1033	
MISSISSIPPI DEPT OF REVENUE		500 CLINTON CENTER DRIVE	500 CLINTON CENTER DRIVE		CLINTON	MS	39056	
MISSISSIPPI DEPT OF REVENUE		500 CLINTON CENTER DRIVE			CLINTON	MS	39056	
MISSISSIPPI DEPT OF REVENUE		PO BOX 1033			JACKSON	MS	39215-1033	
MISSISSIPPI DEPT OF REVENUE		PO Box 960			JACKSON	MS	39205	
MISSISSIPPI USE TAX		500 CLINTON CENTER DRIVE			CLINTON	MS	39056	
MOBILE	REVENUE DEPARTMENT	205 GOVERNMENT STREET, SOUTH TOWER ROOM 243			MOBILE	AL	36602	
MOFFAT COUNTY	MOFFAT COUNTY	221 W. VICTORY WAY	STE. 240		CRAIG	CO	81625	
MOFFAT COUNTY, CO	ATTN MOFFAT COUNTY TREASURER AND PUBLIC TRUSTEE	LINDA PETERS	221 W. VICTORY WAY, STE 230		CRAIG	CO	81625	
MONROE COUNTY (KEY WEST)		1200 TRUMAN AVENUE, SUITE 101			KEY WEST	FL	33040	
MONROE COUNTY, OH	ATTN TAYLOR G. ABBOTT, TREASURER	101 N. MAIN STREET, ROOM 21			WOODSFIELD	OH	43793	
MONTANA DEPARTMENT OF REVENUE		1707 NORTH 1ST STREET B			HAMILTON	MT	59840	
MONTANA DEPARTMENT OF REVENUE		PO BOX 8021			HELENA	MT	59604-8021	
MONTEZUMA COUNTY (DOLORES CITY)	LESLIE BUGG	140 WEST MAIN STREET, SUITE 3			CORTEZ	CO	81321	
MOTOR REGISTRATION DIVISION - MOUNT PEARL		149 SMALLWOOD DRIVE			MOUNT PEARL	NL	A1M 0H2	CANADA
MOTOR VEHICLE DIVISION		PO BOX 5188			SANTA FE	NM	87504-5188	
MRIP LLC		761 OSAGE ROAD			PITTSBURGH	PA	15243	
MUSKOGEE COUNTY, OK	ATTN CITY TREASURER	229 W OKMULGEE AVE			MUSKOGEE	OK	74401	



## Exhibit F

Taxing Authorities Service List  
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
NATCHITOCHES		PO BOX 639			NATCHITOCHES	LA	71458-0639	
NATCHITOCHES	DOLLIE C. MAHONEY	200 CHURCH ST # 105			NATCHITOCHES	LA	71458-0201	
NATCHITOCHES TAX COMMISSION		373 SECOND STREET			NATCHITOCHES	LA	71457	
NATCHITOCHES TAX COMMISSION		PO Box 639			NATCHITOCHES	LA	71458-0639	
NATRONA COUNTY ASSESSOR	ASSESSOR	200 N. CENTER, ROOM 140			CASPER	WY	82601	
NATRONA COUNTY MOTOR VEHICLES		800 BRYAN STOCK TRAIL			CASPER	WY	82601	
Natrona County Treasurer		PO Box 2290	200 N. Center, Casper		Casper	Wy	82602	
NATRONA COUNTY TREASURER		PO BOX 2290	200 N. CENTER		CASPER	WY	82602	
NATRONA COUNTY TREASURER		907 N. POLAR DRIVE #195			CASPER	WY	82601	
NATRONA COUNTY TREASURER		PO Box 2290			CASPER	WY	82602	
NATRONA COUNTY WYOMING	TOM DOYLE - TREASURER	200 N. CENTER, ROOM B32			CASPER	WY	82601	
NATRONA COUNTY, WY	ATTN MATT KEATING, ASSESSOR	200 N. CENTER, ROOM 140			CASPER	WY	82601	
NEBRASKA DEPARTMENT OF REVENUE		301 CENTENNIAL MALL S			LINCOLN	NE	68508	
NEBRASKA DEPARTMENT OF REVENUE		PO BOX 94818			LINCOLN	NE	68509-4818	
NEW MEXICO	NM TAXATION AND REVENUE DEPT	PO Box 25128			SANTA FE	NM	87504-5128	
NEW MEXICO DEPT OF REVENUE		1100 SOUTH ST. FRANCIS DRIVE			SANTA FE	NM	87504	
NEW MEXICO TAXATION & REVENUE DEPARTMENT		1100 SOUTH ST. FRANCIS DRIVE			SANTA FE	NM	87504	
NEW MEXICO TAXATION & REVENUE DEPT		1100 SOUTH ST. FRANCIS DRIVE			SANTA FE	NM	87504	
NEW MEXICO TAXATION AND REVENUE DEPARTMENT, CORPORATE INCOME AND FRANCHISE TAX		1100 SOUTH ST. FRANCIS DRIVE			SANTA FE	NM	87504	
NEW MEXICO TAXATION AND REVENUE DEPARTMENT, CORPORATE INCOME AND FRANCHISE TAX		PO BOX 25124			SANTA FE	NM	87504-5127	
New Mexico WDT – Motor Vehicle Division		Joseph Montoya Building, 1100 South St Francis Drive	PO Box 1028		Santa Fe	NM	87504-1028	
NEW YORK DEPARTMENT OF TAXATION AND FINANCE		W A HARRIMAN CAMPUS	BUILDING 9		ALBANY	NY	12227	
NEW YORK DEPARTMENT OF TAXATION AND FINANCE	NYS CORPORATION TAX	PO BOX 15181			ALBANY	NY	12212-5181	

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New York HUT – Commissioner of Taxation and Finance	HUT Registration Unit	Building 8, Room 639	W A Harriman Campus		Albany	NY	12227	
NIOBRARA COUNTY, WY	ATTN TREASURER	424 SOUTH ELM STREET			LUSK	WY	82225	
NIOBRARA CTY	NIOBRARA COUNTY TREASURER	424 SOUTH ELM STREET			LUSK	WY	82225	
NOBLE CTY	COUNTY TREASURER	300 COURTHOUSE DRIVE, ROOM 7			PERRY	OK	73077	
NORTH DAKOTA		600 E BOULEVARD AVE, DEPT 127			BISMARCK	ND	58505-0599	
NORTH DAKOTA	RYAN RAUSCHENBERGER, OFFICE OF STATE TAX COMMISSIONER	600 E. BOULEVARD AVE., DEPT. 127			BISMARCK	ND	58505	
North Dakota	Ryan Rauschenberger, Office of State Tax Commissioner	600 E. Boulevard Ave., Dept. 127				ND		
NORTH DAKOTA OFFICE OF STATE TAX COMMISSIONER		600 E. BOULEVARD AVE DEPT 127			BISMARCK	ND	58505-0599	
NORTH DAKOTA OFFICE OF STATE TAX COMMISSIONER		PO Box 5623			BISMARCK	ND	58506	
NORTH DAKOTA STATE TAX COMMISSION		600 E. BOULEVARD AVE.			BISMARCK	ND	58505-0599	
Norway		SCHWEIGAARDS GATE 17			OSLO		00191	NORWAY
NUECES COUNTY	DALE ATCHLEY	901 LEOPARD ST.	FLOOR 3, ROOM 304		CORPUS CHRISTI	TX	78401	
NUECES COUNTY TAX ASSESSOR COLLECTOR		PO BOX 2810	901 LEOPARD ST.		CORPUS CHRISTI	TX	78403-2810	
NUECES COUNTY TAX ASSESSOR COLLECTOR		2209 N. PADRE ISLAND DR., STE C.			CORPUS CHRISTI	TX	78408	
NUECES COUNTY TAX ASSESSOR COLLECTOR		NUECES COUNTY COURTHOUSE	901 LEOPARD ST., 3RD FLOOR, ROOM 301		CORPUS CHRISTI	TX	78401	
NUECES COUNTY TAX ASSESSOR COLLECTOR		PO Box 2810			CORPUS CHRISTI	TX	78403	
OCHILTREE COUNTY, TEXAS	ATTN BRITNEY MERAZ, COUNTY TREASURER	511 S. MAIN ST.			PERRYTON	TX	79070	
OCHILTREE COUNTY, TEXAS	ATTN LINDA WOMBLE, COUNTY TAX ASSESSOR - COLLECTOR	511 S. MAIN ST.			PERRYTON	TX	79070	
OHIO		4485 NORTHLAND RIDGE BLVD.			COLUMBUS	OH	43229	
OHIO DEPARTMENT OF TAXATION		4485 NORTHLAND RIDGE BLVD.	4485 NORTHLAND RIDGE BLVD.		COLUMBUS	OH	43229	
Ohio Department of Taxation		4485 Northland Ridge Blvd.			Columbus	OH	43229	
OHIO DEPARTMENT OF TAXATION		PO BOX 530			COLUMBUS	OH	43216-0530	
OKFUSKEE COUNTY, OK	ATTN LORI COPLIN, OKFUSKEE COUNTY TREASURER	OKFUSKEE COUNTY COURTHOUSE			OKEMAH	OK	74859	
OKFUSKEE COUNTY, OK	ATTN LORI COPLIN, TREASURER	209 N 3RD ST STE 2			OKEMAH	OK	74859	
OKLAHOMA		2501 N LINCOLN BLVD			OKLAHOMA CITY	OK	73194	
OKLAHOMA CITY, OK	FINANCE DEPARTMENT	100 N WALKER AVE., 4TH FLOOR			OKLAHOMA CITY	OK	73102	

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
OKLAHOMA CORPORATION COMMISSION		2101 NORTH LINCOLN BLVD			OKLAHOMA CITY	OK	73105	
OKLAHOMA COUNTY TREASURER		6125 W RENO AVE, UNIT 300			OKLAHOMA CITY	OK	73127	
OKLAHOMA COUNTY, OK	ATTN ASSESSOR	320 ROBERT S KERR, #313			OKLAHOMA CITY	OK	73102	
OKLAHOMA COUNTY, OK	ATTN ASSESSOR	320 ROBERT S. KERR AVENUE			OKLAHOMA CITY	OK	73102	
OKLAHOMA TAX COMMISSION		2051 N. LINCOLN BLVD			OKLAHOMA CITY	OK	73194	
OKLAHOMA TAX COMMISSION		2501 NORTH LINCOLN BOULEVARD	2501 NORTH LINCOLN BOULEVARD		OKALAHOMA	OK	73194	
OKLAHOMA TAX COMMISSION		2501 NORTH LINCOLN BOULEVARD			OKALAHOMA	OK	73194	
OKLAHOMA TAX COMMISSION		PO BOX 26850			OKLAHOMA CITY	OK	73126-0850	
OKLAHOMA TAX COMMISSION		PO BOX 269045			OKLAHOMA CITY	OK	73126-9045	
ORLEANS		CITY HALL	RM 1W34	1300 PERDIDO ST	NEW ORLEANS	LA	70112	
ORLEANS	ERROLL G. WILLIAMS	1300 PERDIDO ST			NEW ORLEANS	LA	70112	
ORLEANS PARISH - CITY OF NEW ORLEANS	BUREAU OF REVENUE	1300 PERDIDO ST, ROOM 1W34			NEW ORLEANS	LA	70112	
OSAGE CTY	SALLY HULSE, COUNTY TREASURER	611 GRANDVIEW PO BOX 1569			PAWHUSKA	OK	74056	
PA STATE	PA DEPARTMENT OF REVENUE	4TH AND WALNUT STREETS			HARRISBURG	PA	17128	
PANOLA COUNTY, TX	PANOLA COUNTY APPRAISAL DISTRICT	1736 BALLPARK DRIVE			CARTHAGE	TX	75633	
PARISH AND CITY TREASURER		222 SAINT LOUIS STREET, ROOM 404			BATON ROUGE	LA	70802	
PARISH OF CONCORDIA SALES AND USE TAX DEPARTMENT		508 JOHN DALE DRIVE, SUITE A			VIDALIA	LA	71373	
PARISH OF CONCORDIA SALES AND USE TAX DEPARTMENT		PO Box 160			VADALIA	LA	71373	
PARISH OF EAST BATON ROUGE		222 SAINT LOUIS STREET, ROOM 404			BATON ROUGE	LA	70802	
PARISH OF EAST FELICIANA		12732 SILLIMAN STREET			CLINTON	LA	70722	
PARISH OF EAST FELICIANA	SALES AND USE TAX DEPARTMENT	PO Box 397			CLINTON	LA	70722	
PARISH OF ST. MARY		1455 RAILROAD AVENUE			MORGAN	LA	70380	
PARISH OF ST. MARY	SALES AND USE TAX	P. O. DRAWER 1279			MORGAN CITY	LA	70381-1279	
Parish Sales Tax Fund		Government Tower	8026 Main Street, Suite 601		Houma	LA	70360	
PARK	BARB POLEY, COUNTY TREASURER	PARK COUNTY COURTHOUSE	1002 SHERIDAN AVE.		CODY	WY	82414	
PARKER COUNTY, TX	ATTN JENNY GENTRY, TAX ASSESSOR-COLLECTOR	1112 SANTA FE DRIVE			WEATHERFORD	TX	76086	
PAWNEE CTY	COUNTY TREASURER	500 HARRISON, ROOM 200			PAWNEE	OK	74058	

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PAYNE COUNTY, OK	ATTN GLENNA CRAIG, COUNTY CLERK	315 WEST 6TH AVE, STE. 202			STILLWATER	OK	74074	
PAYNE CTY	GLENNA CRAIG, COUNTY CLERK	315 WEST 6TH AVE, STE. 202			STILLWATER	OK	74074	
PECOS COUNTY	SANTA S. ACOSTA	103 WEST CALLAGHAN			FORT STOCKTON	TX	79735	
PENNSYLVANIA DEPARTMENT OF REVENUE		STRAWBERRY SQUARE, LOBBY			HARRISBURG	PA	17128-0101	
PENNSYLVANIA DEPARTMENT OF REVENUE		PO Box 280406			HARRISBURG	PA	17128-0406	
PENNSYLVANIA DEPARTMENT OF REVENUE		PO BOX 280708			HARRISBURG	PA	17128-0708	
PENNSYLVANIA DEPT OF REVENUE		LOBBY	STRAWBERRY SQ		HARRISBURG	PA	17128-0101	
PENNSYLVANIA DEPT OF REVENUE		STRAWBERRY SQUARE, LOBBY			HARRISBURG	PA	17128-0101	
PENNSYLVANIA DEPT OF REVENUE		STRAWBERRY SQUARE, LOBBY	STRAWBERRY SQUARE, LOBBY		HARRISBURG	PA	17128-0101	
PENNSYLVANIA DEPT OF REVENUE		PO Box 280437			HARRISBURG	PA	17128	
PENNSYLVANIA DEPT OF REVENUE		PO BOX 280905			HARRISBURG	PA	17128-0905	
PENNSYLVANIA DEPT OF REVENUE		PO BOX 280908			HARRISBURG	PA	17128	
PHILLIPS COUNTY	JEREMY MONEYMAKER	OFFICE OF THE TREASURER	620 CHERRY ST		HELENA	AR	72342	
PICKAWAY COUNTY, OH	ATTN ELLERY S. ELICK, TREASURER	207 SOUTH COURT, ROOM 2			CIRCLEVILLE	OH	43113	
PITKIN COUNTY, CO		123 EMMA RD, SUITE 106			BASALT	CO	81621	
PITKIN COUNTY, CO	ATTN ANN DRIGGERS, FINANCE DIRECTOR, TREASURER / PUBLIC TRUSTEE	530 E. MAIN ST., SUITE 201			ASPEN	CO	81611	
PITTSBURG COUNTY, OK	ATTN COUNTY ASSESSORS OFFICE	115 EAST CARL ALBERT PARKWAY			MCALESTER	OK	74501	
PITTSBURG COUNTY, OK	ATTN JENNIFER LENOX-HACKLER, PITTSBURG COUNTY TREASURER	115 EAST CARL ALBERT PARKWAY			MCALESTER	OK	74501	
PITTSBURG CTY	JENNIFER LENOX-HACKLER, COUNTY TREASURER	115 E. CARL ALBERT			MCALESTER	OK	74501	
PLAQUEMINES		333 F. EDWARD HEBERT BLVD. BLDG 102 STE 345			BELLE CHASSE	LA	70037	
PLAQUEMINES		333 F. EDWARD HEBERT BOULEVARD, BUILDING 102, SUITE 345			BELLE CHASSE	LA	70037	
PLAQUEMINES	BELINDA HAZEL	106 AVENUE G			BELLE CHASSE	LA	70037	
PLAQUEMINES PARISH SAES TAX DIVISION		BUILDING 102, SUITE 345			BELLE CHASSE	LA	70037	
PLAQUEMINES PARISH SALES TAX DIVISION		SUITE 345 , BUILDING 102	333 F EDWARD HEBERT BOULEVARD		BELLE CHASSE	LA	70037	
PLATTE COUNTY TREASURER		806 9TH STREET			WHEATLAND	WY	82201	

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
POINTE COUPEE	JAMES A. LAURENT, JR	211 EAST MAIN STREET	SUITE 4 COURTHOUSE BLDG		NEW ROADS	LA	70760	
POINTE COUPEE PARISH		PO Box 290			NEW ROADS	LA	70760	
POINTE COUPEE PARISH	JAMES A. LAURENT, JR. CLA	211 EAST MAIN STREET, SUITE 4	COURTHOUSE BLDG		NEW ROADS	LA	70760	
POINTE COUPEE PARISH SALES AND USE TAX DEPARTMENT		PO Box 290			NEW ROADS	LA	70760	
POINTE COUPEE PARISH SALES AND USE TAX DEPARTMENT	JAMES A. LAURENT, JR. CLA	211 EAST MAIN STREET, SUITE 4	COURTHOUSE BLDG		NEW ROADS	LA	70760	
PONTOTOC COUNTY, OK	ATTN COUNTY ASSESSOR	100 W. 13TH ST. - RM 107			ADA	OK	74820	
PONTOTOC COUNTY, OK	ATTN COUNTY TREASURER	100 W. 13TH, ROOM 122			ADA	OK	74821	
POPE COUNTY	OFFICE OF THE TREASURER	100 WEST MAIN			RUSSELLVILLE	AR	72801	
POTTAWATOMIE COUNTY, OK	ATTN WENDY MAGNUS, COUNTY TREASURER	325 NORTH BROADWAY, SUITE 203			SHAWNEE	OK	74801	
POTTAWATOMIE CTY	WENDY MAGNUS, COUNTY TREASURER	325 NORTH BROADWAY, SUITE 203			SHAWNEE	OK	74801	
Qatar		AL-TAAWON TOWER	MAJLIS AL TAAWON ST		DOHA			QATAR
RAPIDES		5606 COLISEUM BLVD			ALEXANDRIA	LA	71303	
RAPIDES	DONNA J. ANDRIES	5606 COLISEUM BLVD.			ALEXANDRIA	LA	71303	
RAPIDES	RICHARD I. RICK DUCOTE, JR	701 MURRAY STREET, STE 101			ALEXANDRIA	LA	71301	
RAPIDES PARISH SALES AND USE DEPARTMENT		5606 COLLISEUM BLVD			ALEXANDRIA	LA	71303	
RED RIVER		615 E CARROLL ST	COURTHOUSE, RM 103		COUSHATTA	LA	71019	
RED RIVER		PO BOX 570			COUSHATTA	LA	71019-0570	
RED RIVER COUNTY, TX	ATTN RED RIVER APPRAISAL DISTRICT	203 W. WASHINGTON ST	PO BOX 461		CLARKSVILLE	TX	75426	
RED RIVER TAX AGENCY		615 E CARROLL ST (COURTHOUSE, RM 103)	615 E CARROLL ST (COURTHOUSE, RM 103)		COUSHATTA	LA	71019	
RED RIVER TAX AGENCY		615 E CARROLL ST (COURTHOUSE, RM 103)			COUSHATTA	LA	71019	
RED RIVER TAX AGENCY		PO BOX 570			COUSHATTA	LA	71019	
REEVES COUNTY APPRAISAL DISTRICT		403 S CYPRESS ST			PECOS	TX	79772	
REGIONAL TRANSPORTATION DISTRICT	REGIONAL TRANSPORTATION DISTRICT	1660 BLAKE STREET			DENVER	CO	80202	
RICHEY ROAD MUD		19350 E HARDY RD.			HOUSTON	TX	77073	
RICHEY ROAD MUD		1940 W.W. THORNE			HOUSTON	TX	77073	
RICHEY ROAD MUD		2202 OIL CENTER COURT			HOUSTON	TX	77073	
RICHLAND		708 NORTH JULIA STREET			RAYVILLE	LA	71269	
RICHLAND PARISH		708 NORTH JULIA STREET	708 NORTH JULIA STREET		RAYVILLE	LA	71269	
RICHLAND PARISH		PO BOX 688			RAYVILLE	LA	71269	
RIO ARRIBA COUNTY	OFFICE OF THE TREASURER	1122 INDUSTRIAL PARK ROAD			ESPANOLA	NM	87532	

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RIO BLANCO COUNTY	RIO BLANCO COUNTY	555 MAIN STREET			MEEKER	CO	81641	
RIO BLANCO COUNTY, CO	ATTN DEBBIE MORLAN, SALES & USE TAX ADMINISTRATOR	555 MAIN STREET			MEEKER	CO	81641	
RIO BLANCO COUNTY, CO	ATTN RENAE NIELSON, ASSESSOR	555 MAIN STREET			MEEKER	CO	81641	
RIO GRANDE (SOUTH FORK)	CHERILYN RUE	925 6TH STREET ROOM 103			DEL NORTE	CO	81132	
ROARING FORK TRANSPORTATION AUTHORITY	ATTN ROARING FORK TRANSPORTATION AUTHORITY	0051 SERVICE CENTER DRIVE			ASPEN	CO	81611	
ROBERTS COUNTY, TX	ATTN AMY TENNANT, COUNTY TREASURER	300 EAST COMMERCIAL ST			MIAMI	TX	79059	
ROBERTS COUNTY, TX	ATTN HETHER WILLIAMS, CHIEF APPRAISER	300 E. COMMERCIAL ST.			MIAMI	TX	79059	
ROGER MILLS COUNTY, OK	TREASURERS OFFICE	500 EAST BROADWAY STE 9	PO BOX 340		CHEYENNE	OK	73628	
ROGER MILLS CTY	COUNTY TREASURERS OFFICE	500 BROADWAY			CHEYENNE	OK	73628	
ROGERS CTY	JASON CARINI, COUNTY TREASURER	200 S. LYNN RIGGS BLVD.			CLAREMORE	OK	74017	
ROOSEVELT CITY, UT	ATTN RANDY ROBB, ROOSEVELT CITY TREASURER	255 S STATE STREET			ROOSEVELT STEAMBOAT SPRINGS	UT	84066	
ROUTT COUNTY	DANIEL L. STRNAD	136 6TH STREET, SUITE 111			ROOSEVELT STEAMBOAT SPRINGS	CO	80487	
RUSK COUNTY, TX	ATTN ANDY VINSON, COUNTY TREASURER	RUSK COUNTY COURTHOUSE	115 N. MAIN		HENDERSON	TX	75652	
RUSK COUNTY, TX	ATTN MR. WELDON COOK, CHIEF APPRAISER	RUSK COUNTY APPRAISAL DISTRICT	107 N. VAN BUREN ST.		HENDERSON	TX	75652-3113	
Russia		NEGLINNAYA STR., 23			MOSCOW		127381	RUSSIA
SABINE		PO BOX 249			MANY	LA	71449	
SABINE	CHRIS TIDWELL	400 S CAPITOL ST			MANY	LA	71449	
SABINE	NOLAN RIVERS	670 SAN ANTONIO AVE			MANY	LA	71449	
SABINE PARISH SALES & USE TAX COMMISSION		PO BOX 249			MANY	LA	71449	
SABINE PARISH SALES & USE TAX COMMISSION	NOLAN RIVERS	670 SAN ANTONIO AVE			MANY	LA	71449	
SAINT MARY PARISH ASSESSOR	DANIELLE B. CLEMENTS	COURTHOUSE BUILDING	500 MAIN STREET, 2ND FLOOR		FRANKLIN	LA	70538	
SAN AUGUSTINE COUNTY, TX	ATTN REGINA A. BARTHOL, TAX ASSESSOR AND COLLECTOR	100 W. COLUMBIA, RM. 102			SAN AUGUSTINE	TX	75972	
SAN JUAN COUNTY	MARK DUNCAN, TREASURER	100 S. OLIVER DR, SUITE 300			AZTEC	NM	87410	
SAN JUAN COUNTY	OFFICE OF THE TREASURER	100 S. OLIVER DR. SUITE 300			AZTEC	NM	87410	
SAN JUAN COUNTY, UT	ATTN GREG ADAMS, ASSESSOR	117 SOUTH MAIN STREET			MONTICELLO	UT	84535	
SAN MIGUEL COUNTY, CO	ATTN JANICE M. STOUT, TREASURER AND PUBLIC TRUSTEE	305 W. COLORADO AVENUE, SUITE 105			TELLURIDE	CO	81435	
SANDOVAL COUNTY	LAURA M. MONTOYA, TREASURER	1500 IDALIA ROAD, BUILDING D			BERNALILLO	NM	87004	

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SANDRA G. BURNS - KENEDY COUNTY TAX OFFICE		PO Box 129	120 S. MALLORY		SARITA	TX	78385	
SANDRA G. BURNS - KENEDY COUNTY TAX OFFICE	SANDRA G. BURNS	120 S. MALLORY	P.O. BOX 129		SARITA	TX	78385	
SCIENTIFIC AND CULTURAL FACILITIES DISTRICT (SCFD)		1047 SANTA FE DRIVE			DENVER	CO	80204	
SEBASTIAN COUNTY, AR	ATTN TREASURER OFFICE	35 SOUTH 6TH, ROOM 112			FORT SMITH	AR	72901	
SEBASTIAN COUNTY, AR	ATTN TREASURER OFFICE	PHOENIX AVENUE EAST REVENUE OFFICE	6515 PHOENIX AVENUE		FORT SMITH	AR	72901	
SHERMAN COUNTY	APRIL HALL	OFFICE OF THE TREASURER	813 BROADWAY, ROOM 103		GOODLAND	KS	67735	
SMITH COUNTY TAX OFFICE		3800 PALUXY DRIVE BUILDING #1, SUITE 105			TYLER	TX	75703	
SMITH COUNTY, TX	ATTN GARY BARBER TAX ASSESSOR-COLLECTOR	1517 WEST FRONT STREET			TYLER	TX	75702	
SOMERVELL COUNTY, TX	ATTN APRIL CAMPOS, TAX ASSESSOR-COLLECTOR	107 N.E. VERNON			GLEN ROSE	TX	76043	
SOMERVELL COUNTY, TX	ATTN WES ROLLEN, CHIEF APPRAISER	SOMERVELL CENTRAL APPRAISAL DISTRICT	112 ALLEN DR.		GLEN ROSE	TX	76043	
SPRING ISD TAX OFFICE		PO BOX 4826	16717 ELLA BLVD.		HOUSTON	TX	77210-4826	
ST CHARLES PARISH SCHOOL BOARD		13855 RIVER ROAD			LULING	LA	70070	
ST LANDRY PARISH		PO BOX 1210			OPELOUSAS	LA	70571-1210	
ST LANDRY PARISH	DANA B. SAVANT	1013 CRESWELL LANE			OPELOUSAS	LA	70571-1210	
ST LANDRY PARISH SCHOOL BOARD		1013 CRESWELL LANE			OPELOUSAS	LA	70570	
ST LANDRY PARISH SCHOOL BOARD		PO BOX 1210			OPELOUSAS	LA	70571-1210	
ST MARTIN PARISH		PO BOX 1000			BREAUX BRIDGE	LA	70517	
ST MARTIN PARISH	SALES AND USE TAX DEPARTMENT	600 CORPORATE BOULEVARD	PO BOX 1000		BREAUX BRIDGE	LA	70517	
ST MARY PARISH		PO DRAWER 1279			MORGAN CITY	LA	70381-1279	
ST MARY PARISH	JEFFERY LAGRANGE	301 3RD STREET			MORGAN CITY	LA	70380	
ST. BERNARD		#2 COURTHOUSE SQUARE			CHALMETTE	LA	70043	
ST. BERNARD		PO BOX 168			CHALMETTE	LA	70044	
ST. BERNARD	JAYLYNN BERGERON TURNER	2118 JACKSON BLVD. SUITE A			CHALMETTE	LA	70043	
ST. CHARLES		13855 RIVER ROAD			LULING	LA	70070	
ST. CHARLES	SALES AND USE TAX DEPT	13855 RIVER ROAD			LULING	LA	70070	
ST. CHARLES	TAB TROXLER	15045 RIVER ROAD			HAHNVILLE	LA	70057	
ST. CHARLES PARISH SCHOOL BOARD	SALES AND USE TAX DEPT	13855 RIVER ROAD			LULING	LA	70070	
ST. HELENA		351 SITMAN ST.	17911 HIGHWAY 43 NORTH		GREENSBURG	LA	70441	
ST. HELENA		53 NORTH SECOND STREET	P.O. BOX 120		GREENSBURG	LA	70441	
ST. HELENA		PO BOX 1205			GREENSBURG	LA	70441	



**Exhibit F**  
Taxing Authorities Service List  
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
ST. HELENA PARISH SHERIFFS OFFICE	SALES TAX DIVISION	PO Box 1205	53 NORTH SECOND STREET		GREENSBURG	LA	70441	
ST. HELENA PARISH SHERIFFS OFFICE	SALES TAX DIVISION	PO Box 1205			GREENSBURGH	LA	70441	
ST. HELENA PARISH SHERIFFS OFFICE ST DIVISION		53 NORTH SECOND STREET	P.O. BOX 120		GREENSBURG	LA	70441	
ST. HELENA PARISH SHERIFFS OFFICE ST DIVISION		PO Box 120			GREENSBURG	LA	70441	
ST. JAMES		PO BOX 368			LUTCHER	LA	70071-0368	
ST. JAMES	SALES AND USE TAX DEPARTMENT	1876 WEST MAIN STREET			LUTCHER	LA	70071-0368	
ST. JAMES PARISH SCHOOL BOARD		PO Box 368			LUTCHER	LA	70071	
ST. JAMES PARISH SCHOOL BOARD	SALES AND USE TAX DEPT	PO Box 368			LUTCHER	LA	70071	
ST. JAMES PARISH SCHOOL BOARD SALES & USE TAX DEPARTMENT		1876 W MAIN ST			LUTCHER	LA	70071	
ST. JOHN		1704 CHANTILLY DRIVE	STE 101		LAPLACE	LA	70068	
ST. JOHN THE BAPTIST PARISH SALES & USE TAX OFFICE		1704 CHANTILLY DRIVE, SUITE 101			LAPLACE	LA	70068	
ST. LANDRY		1013 CRESSWELL LANE			OPELOUSAS	LA	70570	
ST. LANDRY PARISH SCHOOL BOARD	SALES AND USE TAX DEPT	PO Box 1210			OPELOUSAS	LA	70571-1210	
ST. LANDRY PARISH SCHOOL BOARD	SALES TAX DIVISION	1013 E CRESSWELL LANE			OPELOUSAS	LA	70571	
ST. MARTIN	MATTHEW RODRIGUES	600 CORPORATE BOULEVARD	PO BOX 1000		BREAUX BRIDGE	LA	70517	
ST. MARTIN PARISH	SALES AND USE TAX DEPT	PO Box 1000			BREAUX BRIDGE	LA	70517	
ST. MARTIN PARISH SALES/USE TAX		PO Box 1000			BREAUX BRIDGE	LA	70517	
ST. MARTIN PARISH SALES/USE TAX	MATTHEW RODRIGUES	600 CORPORATE BOULEVARD	PO BOX 1000		BREAUX BRIDGE	LA	70517	
ST. MARTIN PARISH SCHOOL DISTRICT		600 CORPORATE BOULEVARD			BREAUX BRIDGE	LA	70517	
ST. MARTIN PARISH SHERIFFS OFFICE		PO Box 247			ST. MARTINVILLE	LA	70582	
ST. MARTIN PARISH SHERIFFS OFFICE	ST. MARTIN PARISH SHERIFFS OFFICE	400 ST. MARTIN ST.	PO BOX 247		ST. MARTINVILLE	LA	70582	
ST. MARY		PO BOX 1279			MORGAN CITY	LA	70381-1279	
ST. MARY PARISH		301 3RD STREET			MORGAN CITY	LA	70380	
ST. MARY PARISH		PO Box 1142			MORGAN CITY	LA	70381	
ST. MARY PARISH SALES & USE TAX OFFICE		301 3RD STREET			MORGAN CITY	LA	70380	
ST. MARY PARISH SHERIFFS OFFICE EX OFFICIO TAX		PO Box 610			PATTERSON	LA	70392	

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ST. TAMMANY		300 BROWNSWITCH RD			SLIDELL	LA	70458	
ST. TAMMANY		PO BOX 1229			SLIDELL	LA	70459-1229	
ST. TAMMANY PARISH SHERIFFS OFFICE		300 BROWNSWITCH RD			SLIDELL	LA	70458	
STARK COUNTY, ND	ATTN KAY HAAG, AUDITOR/TREASURER	51 3RD STREET EAST	STARK COUNTY COURTHOUSE, 1ST FLOOR		DICKINSON	ND	58601	
STATE OF ALABAMA	ALABAMA DEPARTMENT OF REVENUE	50 NORTH RIPLEY STREET			MONTGOMERY	AL	36104	
STATE OF ARKANSAS	DEPARTMENT OF FINANCE AND ADMINISTRATION	LEDBETTER BUILDING	1816 W. 7TH, STE 1330		LITTLE ROCK	AR	72201	
STATE OF COLORADO	DEPARTMENT OF REVENUE	1375 SHERMAN STREET			DENVER	CO	80203	
STATE OF KANSAS	DEPARTMENT OF REVENUE	TAX ASSISTANCE	SCOTT STATE OFFICE BUILDING	120 SE 10TH AVENUE	TOPEKA	KS	66612-1103	
STATE OF LA	LOUISIANA DEPARTMENT OF TRANSPORTATION & DEVELOPMENT	1201 CAPITOL ACCESS ROAD			BATON ROUGE	LA	70802	
STATE OF LA DEQ		LDEQ HEADQUARTERS	602 NORTH FIFTH STREET		BATON ROUGE	LA	70802	
STATE OF LA DEQ		PO BOX 733676			DALLAS	TX	75373	
STATE OF LA OFFICE OF MOTOR VEHICLES		PO Box 60081			NEW ORLEANS	LA	70160-0081	
STATE OF LOUISIANA	DEPARTMENT OF REVENUE	617 NORTH THIRD STREET			BATON ROUGE	LA	70802	
STATE OF LOUISIANA	LOUISIANA DEPARTMENT OF REVENUE	BATON ROUGE HEADQUARTERS	617 NORTH THIRD STREET		BATON ROUGE	LA	70802	
STATE OF MISSISSIPPI	MISSISSIPPI DEPARTMENT OF REVENUE	500 CLINTON CENTER DRIVE CLINTON, MS 39056			JACKSON	MS	39056	
STATE OF ND	NORTH DAKOTA DEPARTMENT OF TRANSPORTATION	608 EAST BOULEVARD AVENUE			BISMARCK	ND	58505-0700	
STATE OF NEBRASKA		NEBRASKA STATE OFFICE BUILDING	301 CENTENNIAL MALL S		LINCOLN	NE	68508	
STATE OF NEW MEXICO	TAXATION & REVENUE NEW MEXICO	1100 SOUTH ST. FRANCIS DRIVE			SANTA FE	NM	87504	
STATE OF NEW MEXICO	TAXATION AND REVENUE DEPARTMENT	PO Box 25128			SANTA FE	NM	87504-5128	
STATE OF NORTH DAKOTA	OFFICE OF STATE TAX COMMISSIONER	600 E. BOULEVARD AVE.			BISMARCK	ND	58505-0599	
STATE OF OHIO	OHIO DEPARTMENT OF TAXATION	4485 NORTHLAND RIDGE BLVD.			COLUMBUS	OH	43229	
STATE OF OK	OKLAHOMA DEPARTMENT OF TRANSPORTATION	200 N.E. 21ST STREET			OKLAHOMA CITY	OK	73105	
STATE OF OKLAHOMA		OKC METRO AREA	CONNORS BUILDING, CAPITOL COMPLEX	2501 NORTH LINCOLN BOULEVARD	OKLAHOMA CITY	OK	73194	
STATE OF OKLAHOMA	OKLAHOMA TAX COMMISSION	2501 NORTH LINCOLN BOULEVARD	CONNORS BUILDING, CAPITOL COMPLEX		OKLAHOMA CITY	OK	73194	
STATE OF OKLAHOMA	OKLAHOMA TAX COMMISSION	440 SOUTH HOUSTON, 5TH FLOOR			TULSA	OK	74127	
STATE OF OKLAHOMA	TAX COMMISSION	2501 N. LINCOLN BLVD			OKLAHOMA CITY	OK	73194	

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STATE OF PA		PENNSYLVANIA DEPARTMENT OF TRANSPORTATION	1101 SOUTH FRONT STREET		HARRISBURG	PA	17104	
STATE OF PA	PA DEPARTMENT OF TRANSPORTATIONKEYSTONE BUILDING	400 NORTH ST.	FIFTH FLOOR		HARRISBURG	PA	17120	
STATE OF PENNSYLVANIA DEPARTMENT OF REVENUE	BTFT EFT UNIT	9TH FLOOR STRAWBERRY SQUARE	FOURTH AND WALNUT STREETS		HARRISBURG	PA	17128-0908	
STATE OF SOUTH DAKOTA	DEPARTMENT OF REVENUE	445 E CAPITAL AVENUE			PIERRE	SD	57501	
STATE OF TEXAS	ATTN TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	LYNDON B. JOHNSON STATE OFFICE BUILDING	111 EAST 17TH STREET		AUSTIN	TX	78774	
STATE OF TEXAS	DEPARTMENT OF TRANSPORTATION	125 EAST 11TH ST.			AUSTIN	TX	78701	
STATE OF UTAH	ATTN MASTER	UTAH STATE TAX COMMISSION	210 NORTH 1950 WEST		SALT LAKE CITY	UT	84134-3310	
STATE OF WEST VIRGINIA	TAX DEPARTMENT	THE REVENUE CENTER	1001 LEE ST. E.		CHARLESTON	WV	25301-1725	
STATE OF WEST VIRGINIA	WEST VIRGINIA STATE TAX DEPARTMENT	1001 LEE ST. E.			CHARLESTON	WV	25301-1725	
STATE OF WY	WYOMING DEPARTMENT OF TRANSPORTATION	5300 BISHOP BLVD.			CHEYENNE	WY	82009-3340	
STATE OF WYOMING	DEPARTMENT OF REVENUE	122 WEST 25TH STREET, SUITE E301	HERSCHLER BUILDING EAST		CHEYENNE	WY	82002	
STATE OF WYOMING	WYOMING DEPARTMENT OF REVENUE	HERSCHLER BUILDING EAST	122 W 25TH STE E301		CHEYENNE	WY	82002-0110	
STATE REVENUE COMMITTEE MINISTRY OF FINANCE OF THE REPUBLIC OF KAZAKHSTAN		11 BLD., VICTORY AVENUE			NUR-SULTAN		010000	KAZAKHSTAN
STATE TAX SERVICE UNDER THE MINISTRY OF ECONOMY OF THE REPUBLIC OF AZERBAIJAN	STATE TAX SERVICE OFFICE	16, LANDAU STR.			BAKU		AZ1073	AZERBAIJAN
STEPHENS COUNTY	JANICE GRAHAM	101 SOUTH 11TH, ROOM 207			DUNCAN	OK	73533	
STEPHENS COUNTY, OK	ASSESSORS OFFICE	101 SOUTH 11TH, ROOM 210			DUNCAN	OK	73533	
SUBLETTE	EMILY PARAVICINI	21 S. TYLER AVE.			PINEDALE	WY	82941	
SUBLETTE COUNTY, WY	ATTN EMILY PARAVICINI, TREASURER	21 S. TYLER AVE	PO BOX 296		PINEDALE	WY	82941	
SUBLETTE COUNTY, WY	ATTN JOHN PARAVICINI, ASSESSOR	21 S. TYLER AVE	PO BOX 2057		PINEDALE	WY	82941	
SWEETWATER COUNTY WYOMING	ROBB SLAUGHTER - COUNTY TREASURER	80 W FLAMING GORGE WAY, SUITE 139			GREEN RIVER	WY	82935	
SWEETWATER COUNTY, WY	ATTN COUNTY CLERK	80 W. FLAMING GORGE WAY, SUITE 150			GREEN RIVER	WY	82935	
SWEETWATER COUNTY, WY	ATTN DAVE DIVIS, ASSESSOR	80 W. FLAMING GORGE WAY, SUITE 122			GREEN RIVER	WY	82935	
SWEETWATER COUNTY, WY	ATTN ROBB SLAUGHTER, COUNTY TREASURER	80 W. FLAMING GORGE WAY, SUITE 139			GREEN RIVER	WY	82935	
TANGIPAHOA		206 E. MULBERRY ST.			AMITE CITY	LA	70422	

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TEAX COMPTROLLER OF PUBLIC ACCOUNTS		PO BOX 149348			AUSTIN	TX	78714-9348	
TERRABONNE PARISH	SALES AND USE TAX DEPARTMENT	8026 MAIN STREET, SUITE 601			HOUMA	LA	70360	
TERRABONNE PARISH	SALES AND USE TAX DEPARTMENT	PO BOX 670			HOUMA	LA	70361-0670	
TERREBONNE	SALES AND USE TAX DEPARTMENT	8026 MAIN STREET, SUITE 601			HOUMA	LA	70360	
TERREBONNE	SALES AND USE TAX DEPARTMENT	PO BOX 670			HOUMA	LA	70361-0670	
TERREBONNE PARISH		GOVERNMENT TOWER	8026 MAIN STREET, SUITE 601		HOUMA	LA	70360	
TERREBONNE PARISH		PO BOX 670			HOUMA	LA	70361-0670	
TERREBONNE PARISH	PARISH SALES TAX FUND	PO Box 670			HOUMA	LA	70361	
TERREBONNE PARISH SALES & USE TAX DEPARTMENT		GOVERNMENT TOWER	8026 MAIN STREET, SUITE 601		HOUMA	LA	70360	
TERREBONNE PARISH SALES TAX DEPT		PO BOX 670	8026 MAIN ST.		HOUMA	LA	70361-0670	
TERREBONNE PARISH SALES TAX DEPT		PO Box 670			HOUMA	LA	70361-0670	
TERREBONNE PARISH SALES TAX DEPT	SALES AND USE TAX DEPARTMENT	8026 MAIN STREET, SUITE 601			HOUMA	LA	70360	
TERREBONNE PARISH SALES TAX DEPT	SALES AND USE TAX DEPARTMENT	PO Box 670			HOUMA	LA	70361-0670	
TEXAS	TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	PO Box 13528	CAPITAL STATION		AUSTIN	TX	78711-3528	
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS		111 E. 17TH STREET			AUSTIN	TX	78774-0100	
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS		CENTRAL SERVICES BUILDING, 1711 SAN JACINTO BLVD.	SUITE 180		AUSTIN	TX	78701	
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS		LYNDON B. JOHNSON STATE OFFICE BUILDING	111 EAST 17TH STREET		AUSTIN	TX	78774	
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS		PO BOX 13528			AUSTIN	TX	78711-3528	
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS		PO Box 149355			AUSTIN	TX	78714-9355	
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	GLENN HEGAR	111 EAST 17TH STREET			AUSTIN	TX	78774	
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	GLENN HEGAR	AUSTIN AUDIT OFFICE	2015 S. INTERSTATE 35, SUITE 202		AUSTIN	TX	78741-9800	
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	PO Box 149355			AUSTIN	TX	78714-9355	
TEXAS COMPTROLLER- HOTEL OCCUPANCY TAX		LYNDON B. JOHNSON STATE OFFICE BUILDING, 111 EAST 17TH STREET			AUSTIN	TX	78774	
TEXAS COUNTY	JUDITH CAMPBELL	319 NORTH MAIN, SUITE 102			GUYMON	OK	73942	

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TEXAS DEPARTMENT OF MOTOR VEHICLES		3901 E BUSINESS LOOP 20			ODESSA	TX	79761	
Texas Department of Motor Vehicles - Overweight Permits		4000 Jackson Avenue			Austin	TX	78731	
TEXAS OIL & GAS	TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	LYNDON B. JOHNSON STATE OFFICE BUILDING	111 EAST 17TH STREET		AUSTIN	TX	78774	
TEXAS STATE COMPTROLLER		111 E. 17TH ST			AUSTIN	TX	78774	
TEXAS STATE COMPTROLLER (WELL SERVICE TAX ACCOUNT)		111 E 17TH ST			AUSTIN	TX	78711	
THE CITY OF EVANS, CO	ATTN JACQUE TROUDT	1100 37TH STREET			EVANS	CO	80620	
THE CITY OF RIFLE, CO	FINANCE DEPARTMENT	202 RAILROAD AVENUE			RIFLE	CO	81650	
THE NORWEGIAN TAX ADMINISTRATION		SCHWEIGAARDS GATE 17			OSLO		00191	NORWAY
THINKTRADE INC.		233 WILSON PIKE CIR, STE 2B			BRENTWOOD	TN	37027	
TILLMAN COUNTY	MATTHEW SMITH	205 NORTH 10TH STREET			FREDERICK	OK	73542	
TIMBERCREEK REAL ESTATE (LESSOR)		175 COUNTY ROAD 131			GAINESVILLE	TX	76240	
TIMPSON, TX	TIMPSON CITY HALL	456 JACOB ST.			TIMPSON	TX	75975	
TITUS COUNTY, TX	TAX ASSESSOR-COLLECTOR	110 SOUTH MADISON STREET, SUITE A & B			MT. PLEASANT	TX	75455	
TOOELE COUNTY, UT	ATTN MICHAEL J. JENSEN, COUNTY TREASURER	47 SOUTH MAIN, ROOM # 218			TOOELE	UT	84074	
Tooele County, UT	Michael J Jensen, Treasurer	47 South Main, Room 218			Tooele	UT	84074	
TOWN OF ARNAUDVILLE		107 RUE DE JAUSERS AVE.			ARNAUDVILLE	LA	70512	
TOWN OF ARNAUDVILLE		PO BOX 1010			ARNAUDVILLE	LA	70512	
TOWN OF DRUMMOND, OK		424 MAIN ST			DRUMMOND	OK	73735	
TOWN OF EATON, CO		223 1ST ST			EATON	CO	80615	
TOWN OF ERIE, CO		645 HOLBROOK STREET			ERIE	CO	80516	
TOWN OF FREDERICK		401 LOCUST STREET			FREDERICK	CO	80530	
TOWN OF FREDERICK, CO	ATTN JASON LESLIE, FINANCE DIRECTOR	401 LOCUST ST.			FREDERICK	CO	80530	
TOWN OF MILLIKEN, CO	FINANCE DEPARTMENT	1101 BROAD STREET			MILLIKEN	CO	80543	
TOWN OF MILLS		704 FOURTH STREET			MILLS	WY	82604	
TOWN OF MILLS		PO Box 789			MILLS	WY	82644	
TOWN OF PARACHUTE, CO		222 GRAND VALLEY WAY			PARACHUTE	CO	81635	
TOWN OF SEVERANCE, CO		SEVERANCE TOWN HALL	3 SOUTH TIMBER RIDGE PARKWAY		SEVERANCE	CO	80546	
TX DEPARTMENT OF MOTOR VEHICLES		1001 E. PARMER LANE	SUITE A		AUSTIN	TX	78753	
TX DEPARTMENT OF MOTOR VEHICLES		4000 JACKSON AVENUE			AUSTIN	TX	78731	
UINTA COUNTY, WY	ATTN ASSESSOR	225 9TH ST.			EVANSTON	WY	82931-3415	
UINTA CTY	TERRI BRIMHALL	225 9TH STREET	PO BOX 1530		EVANSTON	WY	82930	
UINTAH COUNTY	WENDI LONGUINTAH COUNTY TREASURER	147 E MAIN			VERNAL	UT	84078	

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UINTAH COUNTY, UT	ATTN WENDI LONG, TREASURER	147 E MAIN			VERNAL	UT	84078	
UINTAH COUNTY, UT	ATTN WENDI LONG, TREASURER	152 E 100 N, 2ND FLOOR, EAST WING			VERNAL	UT	84078-2110	
Unified Carrier Registration		4000 Jackson Avenue			Austin	TX	78731	
UNIFIED CARRIER REGISTRATION PLAN		PO Box 480340			FORT LAUDERDALE	FL	33348-0340	
UNIFIED CARRIER REGISTRATION PLAN	CREDENTIALING	TEXAS DEPARTMENT OF MOTOR VEHICLES/MOTOR CARRIER DIVISION	4000 JACKSON AVENUE		AUSTIN	TX	78731	
Unified Carrier Registration Plan	FMCSA	1200 New Jersey Avenue SE			Washington	DC	20590	
UNION PARISH		PO BOX 903			RUSTON	LA	71273	
UNITED STATES TREASURY		INTERNAL REVENUE SERVICE			OGDEN	UT	84201	
UNITED STATES TREASURY	INTERNAL REVENUE SERVICE	1111 CONSTITUTION AVE., NW			WASHINGTON	DC	20224	
Universal Carrier Registration Plan		Credentialing	Texas Department of Motor Vehicles/Motor Carrier Division	4000 Jackson Avenue	Austin	TX	78731	
UPSHUR COUNTY, TX	ATTN LUANA HOWELL, TAX ASSESSOR-COLLECTOR	UPSHUR COUNTY TAX BUILDING	215 NORTH TITUS STREET		GILMER	TX	75644	
US DEPARTMENT OF TREASURY		PO Box 105421			ATLANTA	GA	30348-5421	
US DEPT OF TRANSPORTATION – FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION		1200 NEW JERSEY AVENUE SE			WASHINGTON	DC	20590	
UT STATE		210 N 1950 W			SALT LAKE CITY	UT	84134-9000	
UTAH COUNTY	KIM T. JACKSON, UTAH COUNTY TREASURER	100 EAST CENTER STREET	SUITE 1200		PROVO	UT	84606	
UTAH STATE TAX COMMISSION		210 NORTH 1950 WEST			SALT LAKE CITY	UT	84134	
UTAH STATE TAX COMMISSION	UTAH STATE TAX COMMISSION	210 NORTH 1950 WEST			SALT LAKE CITY	UT	84134	
VAN BUREN COUNTY		273 MAIN ST.			CLINTON	AR	72031	
VERMILION		PO DRAWER 1508			ABBEVILLE	LA	70511-1508	
VERMILION PARISH		220 S JEFFERSON STREET			ABBEVILLE	LA	70510	
VERMILION PARISH		PO BOX 1508			ABBEVILLE	LA	70511-1508	
VERMILION PARISH SCHOOL BOARD	NELWYN SOIREZ	223 S JEFFERSON			ABBEVILLE	LA	70510	
VERMILION PARISH SCHOOL BOARD	SALES TAX DIVISION	223 S JEFFERSON STREET			ABBEVILLE	LA	70510	
VERNON		117 BELVIEW ROAD			LEESVILLE	LA	71446	
VERNON PARISH SALES TAX DEPARTMENT	DENISE WHITE	117 BELVIEW ROAD			LEESVILLE	LA	71446	
VERNON PARISH SALES TAX DEPT		117 BELVIEW ROAD			LEESVILLE	LA	71446	
VICTORIA COUNTY, TX	ATTN JOHN HALIBURTON, CHIEF APPRAISER	VICTORIA CENTRAL APPRAISAL DISTRICT	2805 N. NAVARRO, SUITE 300		VICTORIA	TX	77901	

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VICTORIA COUNTY, TX	TAX ASSESSOR-COLLECTOR	205 N. BRIDGE ST., SUITE 101			VICTORIA	TX	77901	
VILLAGE OF BIENVILLE, LA		564 MAIN STREET			BIENVILLE	LA	71008	
W. BATON ROUGE		883 7TH STREET			PORT ALLEN	LA	70767	
W. BATON ROUGE		PO BOX 86			PORT ALLEN	LA	70767	
W. BATON ROUGE	MELANIE DAVID, DIRECTOR REVENUE & TAXATION	883 7TH STREET			PORT ALLEN	LA	70767	
W. FELICIANA		9792 BAINS ROAD			ST. FRANCISVILLE	LA	70775	
W. FELICIANA		PO BOX 1910			ST. FRANCISVILLE	LA	70775	
W. FELICIANA	LOUISIANA UNIFORM LOCAL SALES TAX BOARD	PO Box 1910			ST. FRANCISVILLE	LA	70775-1910	
WARD COUNTY		600 E. BOULEVARD AVE., DEPT 127			BISMARCK	ND	58505-0599	
WARD COUNTY	TERESA PERRY-STONER	400 S. ALLEN, SUITE 302			MONAHANS	TX	79756	
WARD COUNTY TREASURER		PO BOX 5005	225 SE THIRD ST. 2ND FLOOR		MINOT	ND	58702	
WARD COUNTY, ND	ATTN MARISA HAMAN, AUDITOR/TREASURER	225 THIRD ST. SE, SECOND FLOOR			MINOT	ND	58701	
WASHINGTON		1002 MAIN STREET	PO BOX 677		FRANKLINTON	LA	70438	
WASHINGTON		PO DRAWER 508			FRANKLINTON	LA	70438	
WASHINGTON COUNTY	LARRY W. GRIESE	150 ASH AVENUE			AKRON	CO	80720	
WASHINGTON COUNTY, CO	ATTN DEBRA A. COOPER, TREASURER	150 ASH AVENUE			AKRON	CO	80720	
WASHINGTON COUNTY, CO	ATTN LARRY W. GRIESE, ASSESSOR	150 ASH AVENUE			AKRON	CO	80720	
Washington Parish	Jamie Butt & Joy Wilson	1002 Main Street	PO Box 677		Franklinton	LA	70438	
WASHINGTON PARISH SHERIFFS OFFCE SALES TAX		302 MISSISSIPPI AVE			BOGALUSA	LA	70427	
WASHINGTON PARISH SHERIFFS OFFCE SALES TAX		P. O. DRAWER 508			FRANKLINTON	LA	70438	
WASHITA COUNTY	KRYSTLE UECKE	111 EAST MAIN, SUITE 1			CORDELL	OK	73632	
WASHITA COUNTY, OK	ATTN SHERRY NIGHTENGAL, TREASURER	111 EAST MAIN	PO BOX 416		CORDELL	OK	73632	
WEBER COUNTY, UT	ATTN JOHN B. BOND, TREASURER	2380 WASHINGTON BLVD, SUITE 350			OGDEN	UT	84401	
WEBSTER	WEBSTER PARISH SALES &USE TAX COMMISSION - CYNDY HERRINGTON, ADMINISTRATOR	1128 HOMER ROAD			MINDEN	LA	71055	
WEBSTER PARISH		1128 HOMER ROAD			MINDEN	LA	71055	
WEBSTER PARISH		PO BOX 357			MINDEN	LA	71058-0357	
WEBSTER PARISH SALES & USE TAX COMMISSION		1128 HOMER ROAD			MINDEN	LA	71055	
WEBSTER PARISH SALES & USE TAX COMMISSION		PO Box 357			MINDEN	LA	71058-0357	
WELD	WELD	1150 O ST			GREELEY	CO	80631	



**Exhibit F**  
Taxing Authorities Service List  
Served via Overnight Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
WELD COUNTY ASSESSOR		1400 N 17TH AVE			GREELEY	CO	80631	
WELD COUNTY, CO	ASSESSORS OFFICE	1400 N 17TH AVE			GREELEY	CO	80631	
WELD COUNTY, CO	ATTN CARLY KOPPES, CLERK & RECORDER	1402 N. 17TH AVENUE			GREELEY	CO	80631	
WELD COUNTY, CO	ATTN TREASURER & PUBLIC TRUSTEE	1400 N. 17TH AVENUE			GREELEY	CO	80632	
WELD COUNTY, CO	ATTN WELD COUNTY TREASURER & PUBLIC TRUSTEE	1400 N. 17TH AVENUE	PO BOX 458		GREELEY	CO	80631	
WEST BATON ROUGE PARISH		PO BOX 863			PORT ALLEN	LA	70767	
WEST BATON ROUGE PARISH	REVENUE & TAXATION	883 7TH STREET			PORT ALLEN	LA	70767	
WEST BATON ROUGE REVENUE DEPARTMENT		WEST BATON ROUGE PARISH DEPT OF REVENUE			PORT ALLEN	LA	70767	
WEST FELICIANA PARISH SCHOOL BOARD	SALES AND USE TAX COLLECTOR	PO Box 1910			ST. FRANCISVILLE	LA	70775	
WEST FELICIANA PARISH SCHOOL BOARD	WEST FELICIANA PARISH SCHOOL BOARD	4727 FIDELITY ST.	PO BOX 1910		ST. FRANCISVILLE	LA	70775	
WEST HAVEN, UT	ATTN CHILD RICHARDS CPA & ADVISORS	2490 WALL AVE			OGDEN	UT	84401	
WEST VIRGINIA	WEST VIRGINIA STATE TAX	1001 LEE ST E.			CHARLESTON	WV	25301	
WEST VIRGINIA STATE TAX DEPARTMENT, TAX ACCOUNT ADMINISTRATION DIVISION		PO BOX 1202			CHARLESTON	WV	25324-1202	
WEST VIRGINIA STATE TAX DEPARTMENT, TAX ACCOUNT ADMINISTRATION DIVISION	WEST VIRGINIA STATE TAX	1001 LEE ST E.			CHARLESTON	WV	25301	
WEST VIRGINIA STATE TAX DEPT		1124 SMITH ST			CHARLESTON	WV	25301	
WEST VIRGINIA STATE TAX DEPT		PO BOX 1826			CHARLESTON	WV	25327-1826	
WEST VIRGINIA STATE TAX DEPT	WEST VIRGINIA STATE TAX	1001 LEE ST E.			CHARLESTON	WV	25301	
WESTMORELAND COUNTY, OK	ATTN WILLIAM S. FERRARO, CHIEF ASSESSOR	40 N PENNSYLVANIA AVE, STE 440			GREENSBURG	PA	15601	
WESTON COUNTY, WY	ATTN WESTON COUNTY TREASURER	1 WEST MAIN			NEWCASTLE	WY	82701	
WESTON CTY	WESTON COUNTY TREASURER	1 WEST MAIN			NEWCASTLE	WY	82701	
WESTON MUD		PO Box 1368			FRIENDSWOOD	TX	77549	
WESTON MUD	ASSESSMENTS OF THE SOUTHWEST, INC.	#5 OAKTREE			FRIENDSWOOD	TX	77546	
WHEELER COUNTY, TX	ATTN CINDY BROWN, COUNTY TAX ASSESSOR-COLLECTOR	WHEELER COUNTY COURTHOUSE	401 MAIN STREET		WHEELER	TX	79096	
WHEELER COUNTY, TX	ATTN KIMBERLY MORGAN, CHIEF APPRAISER	WHEELER CENTRAL APPRAISAL DISTRICT	402 S. MAIN ST.		WHEELER	TX	79096	

## Exhibit F

Taxing Authorities Service List  
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
WHITE COUNTY	JANET HIBBITTS	OFFICE OF THE TREASURER	300 N. SPRUCE		SEARCY	AR	72143	
WILLACY COUNTY	HON. RUBEN CAVAZOS	576 W. MARIN AVE. ROOM 143			RAYMONDVILLE	TX	78580	
WILLIAMS COUNTY		600 E. BOULEVARD AVE., DEPT 127			BISMARCK	ND	58505-0599	
WILLIAMS COUNTY TREASURER		206 EAST BROADWAY			WILLISTON	ND	58802-2047	
WILLIAMS COUNTY TREASURER	PATTI OGURCHAK - TREASURER/RECORDER	WILLIAMS COUNTY ADMINISTRATION BUILDING, GROUND FLOOR, 206 E BROADWAY			WILLISTON	ND	58801	
WILLIAMS COUNTY TREASURER		PO Box 2047			WILLISTON	ND	58802	
WILLIAMS COUNTY, ND	ATTN PATTI OGURCHAK- TREASURER/RECORDER	206 E BROADWAY	ADMINISTRATION BUILDING, GROUND FLOOR		WILLISTON	ND	58801	
WILLIAMS COUNTY, ND	ATTN WILLIAMS COUNTY TREASURER	WILLIAMS COUNTY ADMINISTRATION BUILDING, GROUND FLOOR	206 E BROADWAY		WILLISTON	ND	58801	
WINKLER COUNTY, TX	ATTN CHIEF APPRAISER	WINKLER COUNTY APPRAISAL DISTRICT	107 E. WINKLER		KERMIT	TX	79745-4201	
WINN		PO BOX 430			WINNFELD	LA	71483-0430	
WINN	WINN PARISH SHERIFFS OFFICE	119 WEST MAIN STREET			WINNFELD	LA	71483	
WISCONSIN DEPARTMENT OF REVENUE		2135 RIMROCK ROAD			MADISON	WI	53713	
WISCONSIN DEPARTMENT OF REVENUE		PO BOX 8908			MADISON	WI	53708-8908	
WISCONSIN DEPARTMENT OF REVENUE	DIVISION OF INCOME, SALES AND EXCISE TAX	MAIL STOP 6-40			MADISON	WI	53708-8933	
WISE COUNTY, TX	ATTN MONTE SHAW, TAX ASSESSOR/COLLECTOR	404 W. WALNUT			DECATUR	TX	76234	
WOOD COUNTY, TX	ATTN CAROL TAYLOR, COUNTY TAX ASSESSOR-COLLECTOR	301 E. GOODE STREET			QUITMAN	TX	75783	
WOODS COUNTY		407 GOVERNMENT STREET			ALVA	OK	73717	
WOODS COUNTY, OK	ATTN DAVID MANNING, COUNTY TREASURER	407 GOVERNMENT STREET			ALVA	OK	73717	
WOODWARD COUNTY	MISTIE DUNN	1600 MAIN, SUITE 11			WOODWARD	OK	73802	
WOODWARD COUNTY, OK	ATTN KIM BOWERS, COUNTY TREASURER	1600 MAIN ST, SUITE 10			WOODWARD	OK	73801	
WOODWARD COUNTY, OK	ATTN MISTIE DUNN, ASSESSOR	1600 MAIN, STE. 11			WOODWARD	OK	73801	
WV STATE		1124 SMITH STREET			CHARLESTON	WV	25301	
WY STATE		122 W 25TH STREET	STE E301		CHEYENNE	WY	82002-0110	
WYOMING DEPARTMENT OF REVENUE		122 W 25TH STREET			CHEYENNE	WY	82002-0110	
WYOMING DEPARTMENT OF REVENUE	WYOMING DEPARTMENT OF REVENUE	122 W 25TH STREET			CHEYENNE	WY	82002-0110	

**Exhibit F**

Taxing Authorities Service List  
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WYOMING DEPT OF REVENUE		122 W 25TH ST STE 301			CHEYENNE	WY	82002	
WYOMING DEPT OF REVENUE		122 W. 25TH ST STE E301			CHEYENNE	WY	82002	
WYOMING DEPT OF REVENUE		122 WEST 25TH STREET, SUITE E301	HERSCHLER BUILDING EAST		CHEYENNE	WY	82002	
WYOMING SECRETARY OF STATE		122 W 25TH ST	SUITE 100		CHEYENNE	WY	82002	
YELL COUNTY	YELL COUNTY TAX COLLECTORS OFFICE	101 EAST 5TH STREET			DANVILLE	AR	72833	
YELLOW FIN RENTALS LLC		PO BOX 588	4605 PARK AVE		HOUMA	LA	70361	
YOAKUM COUNTY	YOAKUM COUNTY, TAX-ASSESSOR-COLLECTOR	COURTHOUSE 603 HWY 62			PLAINS	TX	79355-0250	
YUKON TAG AGENCY		103 E. VANDAMENT AVENUE			YUKON	OK	73099	

## EXHIBIT G

**Exhibit G**

Utility Companies Service List  
Served via Electronic Mail

CreditorName	CreditorNoticeName	Email
CITY OF GREELEY	ATTN GREELEY WATER AND SEWER	water@greeleygov.com
CITY OF RIFLE	ATTN ROBERT P. BURNS	rburns@rifleco.org
CITY OF VICTORIA	ATTN MICHELLE OZUNA	mozuna@victoriatx.gov
MCKENZIE ELECTRIC COOPERATIVE INC		mec@mckenzieelectric.com
MOON LAKE ELECTRIC ASSOCIATION		billing@mleainc.com
NORTH WELD COUNTY WATER DISTRICT		water@nwcwd.org
PENTEX		info@pentex.com
PEOPLES ELECTRIC COOPERATIVE		contact@peopleselectric.coop
RURAL ELECTRIC COOPERATIVE		info@rural-electric.com
SEILING PUBLIC WORKS AUTHORITY		seiling@seilingok.com
SLOPE ELECTRIC COOPERATIVE		comments@slopeelectric.coop
SUMMER ENERGY		sales@summerenergy.com

## EXHIBIT H

**Exhibit H**  
Utility Companies Service List  
Served via Overnight Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
ACADIANA BROADBAND		101 RIDONA ST			LAFAYETTE	LA	70508	
ALASKA COMMUNICATIONS		600 TELEPHONE AVE			ANCHORAGE	AK	99503	
ALFALFA ELECTRIC COOP		121 EAST MAIN			CHEROKEE	OK	73728	
ALFALFA ELECTRIC COOP		PO BOX 39			CHEROKEE	OK	73728	
AMERICAN ELECTRIC POWER OHIO		1 RIVERSIDE PLAZA			COLUMBUS	OH	43215	
AMERICAN WASTEWATER SYSTEMS		1307 S. FIELDSPAN RD			DUSON	LA	70529	
ARCADIA, LA WATER DEPARTMENT		PO BOX 767			ARCADIA	LA	71001	
ARCADIA, LA WATER DEPARTMENT	ATTN WATER DEPARTMENT	1819 S. RAILROAD AVE.			ARCADIA	LA	71001	
ARMSTRONG UTILITIES INC		ONE ARMSTRONG PLACE			BUTLER	PA	16001	
AT & T		208 S AKARD ST.			DALLAS	TX	75202	
ATLANTIC BROADBAND		2 BATTERYMARCH PARK, SUITE 205			QUINCY	MA	02169	
ATMOS ENERGY		1800 THREE LINCOLN CENTRE	5430 LBJ FREEWAY		DALLAS	TX	75240	
AUTHORITY OF THE BOROUGH OF CHARLEROI		3 MCKEAN AVE			CHARLEROI	PA	15022	
BLACK HILLS ENERGY		7001 MOUNT RUSHMORE RD.	PO BOX 6001		RAPID CITY	SD	57709-6001	
BRYAN TEXAS UTILITIES - BTU		205 E. 28TH STREET			BRYAN	TX	77803	
BRYAN TEXAS UTILITIES - BTU		PO BOX 8000			BRYAN	TX	77805-8000	
BSO NETWORK INC.		101 HUDSON STREET	21ST FLOOR		JERSEY CITY	NJ	07392	
BULLSEYE TELECOM INC		25925 TELEGRAPH RD #210			SOUTHFIELD	MI	48033	
CELLULAR NETWORK PARTNERSHIP		108 EAST ROBERTS AVENUE			KINGFISHER	OK	73750	
CENTERPOINT ENERGY		1111 LOUISIANA STREET			HOUSTON	TX	77002	
CENTURYLINK		100 CENTURYLINK DR			MONROE	LA	71203	
CHARTER COMMUNICATIONS HOLDINGS LLC		12405 POWERSCOURT DRIVE			ST. LOUIS	MO	63131	
CHARTER COMMUNICATIONS HOLDINGS LLC (SPECTRUM BUSINESS)		400 ATLANTIC ST.			STAMFORD	CT	06901	
CIMARRON ELECTRIC COOP		19306 U.S. HWY. 81 N.	P.O. BOX 299		KINGFISHER	OK	73750	
CIMARRON ELECTRIC COOP		PO BOX 299			KINGFISHER	OK	73750	
CISCO WEBEX		170 WEST TASMAN DR.			SAN JOSE	CA	95134	
CISCO WEBEX		3979 FREEDOM CIRCLE			SANTA CLARA	CA	95054	
CITY OF BROUSSARD		310 EAST MAIN STREET			BROUSSARD	LA	70518	
CITY OF CHICKASHA		117 N 4TH STREET			CHICKASHA	OK	73018	
CITY OF CORPUS CHRISTI		1201 LEOPARD STREET			CORPUS CHRISTI	TX	78401	
CITY OF CORPUS CHRISTI		2525 HYGEIA STREET			CORPUS CHRISTI	TX	78415	
CITY OF CORPUS CHRISTI		2726 HOLLY ROAD			CORPUS CHRISTI	TX	78415	
CITY OF CORPUS CHRISTI		4225 S. PORT AVENUE			CORPUS CHRISTI	TX	78415	
CITY OF DICKINSON		99 2ND STREET EAST			DICKINSON	ND	58601	
CITY OF ELK CITY		320 W 3RD			ELK CITY	OK	73644	



**Exhibit H**  
Utility Companies Service List  
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
CITY OF ELRENO		101 N.CHOCTAW AVE			EL RENO	OK	73036	
CITY OF ENID		DR. MARTIN LUTHER KING, JR. MUNICIPAL COMPLEX	401 WEST OWEN K. GARRIOTT ROAD		ENID	OK	73701	
CITY OF FORT LUPTON		130 S MCKINLEY AVE			FT. LUPTON	CO	80621	
CITY OF GAINESVILLE		200 S RUSK			GAINESVILLE	TX	76240	
CITY OF GRAND JUNCTION		250 NORTH 5TH STREET			GRAND JUNCTION	CO	81501	
CITY OF GREELEY		PO BOX 1928			GREELEY	CO	80632	
CITY OF GREELEY	ATTN GREELEY WATER AND SEWER	1001 11TH AVENUE, 2ND FLOOR			GREELEY	CO	80631	
CITY OF HOUSTON		901 BAGBY			HOUSTON	TX	77002	
CITY OF JACKSBORO		112 WEST BELKNAP			JACKSBORO	TX	76458	
CITY OF KILGORE		815 N KILGORE ST			KILGORE	TX	75662	
CITY OF LAUREL		401 N 5TH AVE			LAUREL	MS	39440	
CITY OF LUBBOCK UTILITIES		1401 AVENUE K BROADWAY			LUBBOCK	TX	79401	
CITY OF MINOT WATER DEPT		515 2ND AVE SW	PO BOX 5006		MINOT	ND	58702-5006	
CITY OF ODESSA		411 W 8TH ST			ODESSA	TX	79760	
CITY OF OKLAHOMA CITY		200 N WALKER AVE			OKLAHOMA CITY	OK	73102	
CITY OF RIFLE		PO BOX 1908			RIFLE	CO	81650	
CITY OF RIFLE	ATTN ROBERT P. BURNS	202 RAILROAD AVE.			RIFLE	CO	81650	
CITY OF SHREVEPORT		505 TRAVIS STREET			SHREVEPORT	LA	71101	
CITY OF STONEWOOD		8052 SOUTHERN AVE.			STONEWOOD	WV	26301	
CITY OF VICTORIA		PO BOX 1279			VICTORIA	TX	77902-1279	
CITY OF VICTORIA	ATTN MICHELLE OZUNA	700 MAIN CENTER, SUITE 110			VICTORIA	TX	77901	
CITY OF WATONGA WATER & LIGHT		115 N WEIGLE AVE			WATONGA	OK	73772	
CITY OF WATONGA WATER & LIGHT		PO BOX 280			WATONGA	OK	73772	
CITY OF WEATHERFORD		522 W RAINEY			WEATHERFORD	OK	73096	
CITY OF WHITESBORO UTILITIES DEPARTMENT		111 WEST MAIN STREET	P.O. BOX 340		WHITESBORO	TX	76273	
CITY OF WHITESBORO UTILITIES DEPARTMENT		PO BOX 340			WHITESBORO	TX	76273	
CKENERGY ELECTRIC COOPERATIVE		14039 STATE HIGHWAY 152			BINGER	OK	73009	
CKENERGY ELECTRIC COOPERATIVE		PO BOX 70			BINGER	OK	73009	
COLUMBIA GAS OF OHIO		200 CIVIC CENTER DRIVE			COLUMBUS	OH	43215	
COLUMBIA GAS OF OHIO		290 W NATIONWIDE BLVD			COLUMBUS	OH	43215-2561	
COLUMBIA GAS OF PENNSYLVANIA		1600 COLONY RD			YORK	PA	17408	
COLUMBIA GAS OF PENNSYLVANIA		PO BOX 70285			PHILADELPHIA	PA	17176-0285	
COMCAST		1701 JFK BOULEVARD			PHILADELPHIA	PA	19103	

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CONSOLIDATED COMMUNICATIONS		121 S 17TH ST			MATTOON	IL	61938-3915	
CONSOLIDATED TELCOM		507 S MAIN AVE			DICKINSON	ND	58601	
CONSOLIDATED WATERWORKS		8814 MAIN STREET			HOUMA	LA	70363	
COX COMMUNICATIONS		6205-B PEACHTREE DUNWOODY ROAD NE			ATLANTA	GA	30328	
DIRECT ENERGY BUSINESS LLC		1001 LIBERTY AVENUE, SUITE 1200			PITTSBURGH	PA	15222	
DIRECT ENERGY BUSINESS LLC		194 WOOD AVENUE SOUTH, SUITE 200			ISELIN	NJ	08830	
DIRECTV		2230 E. IMPERIAL HWY			EL SEGUNDO	CA	90245	
DISH NETWORK		9601 S. MERIDIAN BLVD			ENGLEWOOD	CO	80112	
DOMINION ENERGY		120 TREDEGAR ST			RICHMOND	VA	23219-4306	
DOMINION ENERGY		600 E CANAL ST			RICHMOND	VA	23219-3852	
DOMINION ENERGY		PO BOX 27031			RICHMOND	VA	23261-7031	
EFAX CORPORATE		700 FLOWER ST 15TH FLOOR			LOS ANGELES	CA	90017	
ELITE COMMUNICATION SERVICES, INC.		102 DEER TREE DRIVE			LAFAYETTE	LA	70507	
ENERCOM NETWORKS LLC	C/O EDWARD D GOMPERS & COMPANY	2001 MAIN STREET, SUITE 401			WHEELING	WV	26003	
ENGIE		11807 WESTHEIMER ROAD, SUITE 550, PMB 808			HOUSTON	TX	77077	
ENGIE		1360 POST OAK BOULEVARD, SUITE 400			HOUSTON	TX	77056	
ENSTAR NATURAL GAS		3000 SPENARD RD			ANCHORAGE	AK	99503-3606	
ENTERGY		639 LOYOLA AVENUE			NEW ORLEANS	LA	70113	
ENTERGY LOUISIANA		639 LOYOLA AVE			NEW ORLEANS	LA	70113	
ENTERGY LOUISIANA		PO BOX 8108			BATON ROUGE	LA	70891-8108	
EQUINIX MIDDLE EAST FZ LLC		F 88 – 92 DUBAI PRODUCTION CITY			DUBAI			UNITED ARAB EMIRATES
FARNHAM & PFILE COMPANY INC		1200 MARONDA WAY, SUITE 403B			MONESSEN	PA	15062	
FRONTIER COMMUNICATIONS		401 MERRITT ROAD			NORWALK	CT	06851	
GEXA ENERGY LP		20455 STATE HIGHWAY 249, SUITE 200			HOUSTON	TX	77070	
GOLDSBY WATER AUTHORITY		100 E CENTER RD.			GOLDSBY	OK	73093-9112	
GRADY CO RURAL WATER 6		1080 COUNTY ROAD 1280			AMBER	OK	73004	
GRADY CO RURAL WATER 6		PO BOX 37			AMBER	OK	73004	
GRAND VALLEY POWER		845 22 ROAD			GRAND JUNCTION	CO	81505	
GRAND VALLEY POWER		PO BOX 190			GRAND JUNCTION	CO	81502	
HUDSON ENERGY		105 DECKER CT STE 1050			IRVING	TX	75062-2338	
HUDSON ENERGY		4 EXECUTIVE BLVD SUITE 301			SUFFERN	NY	10901	
HUDSON ENERGY		5251 WESTHEIMER RD STE 200			HOUSTON	TX	77056-5416	
INMARSAT		1441 L STREET NW, SUITE 610			WASHINGTON	DC	20005	

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INMARSAT		1571 ROBERT J CONLAN BLVD, NE #100			PALM BAY	FL	32905	
INMARSAT		1710 W. WILLOW STREET			SCOTT	LA	70583	
INMARSAT		2598 E. SUNRISE BLVD SUITE 210 A.			FT. LAUDERDALE	FL	33304	
INMARSAT		915 NORTH SELBY STREET, BUILDING S21			EL SEGUNDO	CA	90245	
INMARSAT		9310 KIRBY DRIVE STREET 800			HOUSTON	TX	77054	
JEFFERSON PARISH DEPARTMENT OF WATER		1221 ELMWOOD PARK BLVD, SUITE 103			JEFFERSON	LA	70123-2360	
JEFFERSON PARISH DEPARTMENT OF WATER		4500 WESTBANK EXPRESSWAY			MARRERO	LA	70072-3143	
JEFFERSON PARISH DEPARTMENT OF WATER		721 TERRY PARKWAY			TERRYTOWN	LA	70056-4307	
JUST ENERGY TEXAS I CORP		5251 WESTHEIMER RD, SUITE 1000			HOUSTON	TX	77056	
KARNES ELECTRIC COOPERATIVE		1007 N HIGHWAY 123			KARNES CITY	TX	78118	
KARNES ELECTRIC COOPERATIVE		1824 W GOODWIN			PLEASANTON	TX	78064	
KIAMICHI ELECTRIC COOPERATIVE		PO DRAWER 340			WILBURTON	OK	74578-0340	
KIAMICHI ELECTRIC COOPERATIVE		944 SW, OK-2			WILBURTON	OK	74578	
LAFAYETTE PARISH WATER DIST NORTH		307 RUE SCHOLASTIQUE			LAFAYETTE	LA	70507	
LAFAYETTE UTILITIES SYSTEMS		2701 MOSS STREET	PO BOX 4024		LAFAYETTE	LA	70502-4024	
LEVEL 3 COMMUNICATIONS LLC		1025 ELDORADO BLVD			BROOMFIELD	CO	80021	
LINDSAY PUBLIC WORKS		312 S. MAIN STREET			LINDSAY	OK	73052	
LINDSAY PUBLIC WORKS		PO BOX 708			LINDSAY	OK	73052	
LOGIX FIBER NETWORKS		2950 N. LOOP W., 10TH FLOOR			HOUSTON	TX	77092	
LUS		1875-B W PINHOOK ROAD			LAFAYETTE	LA	70508	
LUS - FIBER		2701 MOSS STREET			LAFAYETTE	LA	70501	
LUS 8255333088 07/20 PUMPING DTF SESI		2701 MOSS STREET			LAFAYETTE	LA	70501	
MAGIC VALLEY		1 3/4 MILE WEST HIGHWAY 83			MERCEDES	TX	78570	
MAJOR COUNTY RURAL WATER #1		1310 NORTH MAIN STREET			FAIRVIEW	OK	73737	
MAJOR COUNTY RURAL WATER #1		PO BOX 375			FAIRVIEW	OK	73737	
MCCROMETER INC		3255 W STETSON AVE			HEMET	CA	92545	
MCI COMMUNICATIONS SERVICES INC		1480 NORTH BEAUREGARD STREET			ALEXANDRIA	VA	22311	
MCKENZIE CNTY RURAL WATER SYSTEM #2		1300 12TH ST SE, SUITE 128			WATFORD CITY	ND	58854	

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MCKENZIE ELECTRIC COOPERATIVE INC		3817 23RD AVE. NE	PO BOX 649		WATFORD CITY	ND	58854-0649	
MCKENZIE ELECTRIC COOPERATIVE INC		PO BOX 649			WATFORD CITY	ND	58854-0649	
MEDINA ELECTRIC COOPERATIVE		2308 18TH STREET			HONDO	TX	78861	
MEDINA ELECTRIC COOPERATIVE		PO BOX 33850			SAN ANTONIO	TX	78265	
MIDAMERICAN ENERGY SERVICES		320 LECLAIRE			DAVENPORT	IA	52808-4290	
MIDCONTINENT COMMUNICATIONS		3901 N LOUISE AVE			SIOUX FALLS	SD	57107-0112	
MINOT WATER DEPARTMENT		PO BOX 5006			MINOT	ND	58702	
MINOT WATER DEPARTMENT	ATTN DAN JONASSON	1025 31ST ST SE			MINOT	ND	58701	
MISSISSIPPI POWER COMPANY		PO BOX 4079			GULFPORT	MS	39502	
MISSISSIPPI POWER COMPANY	C/O SOUTHERN COMPANY	30 IVAN ALLEN JR. BLVD. NW			ATLANTA	GA	30308	
MISSISSIPPI POWER COMPANY		PO BOX 245			BIRMINGHAM	AL	35201-0245	
MISSOURI VALLEY COMMUNICATIONS INC (NEMONT)		61 HWY 13 S	PO BOX 600		SCOBEE	MT	59263	
MON POWER		76 S MAIN ST			AKRON	OH	44308-1812	
MON POWER		PO BOX 3615			AKRON	OH	44309	
MON VALLEY SEWAGE AUTHORITY		20 S WASHINGTON STREET			DONORA	PA	15033	
MONTANA DAKOTA UTILITIES COMPANY		1200 WEST CENTURY AVENUE			BISMARCK	ND	58503	
MONTRAIL WILLIAMS ELECTRIC		218 58TH ST W			WILLISTON	ND	58802	
MOON LAKE ELECTRIC ASSOCIATION		800 WEST HWY 40			ROOSEVELT	UT	84066	
MOON LAKE ELECTRIC ASSOCIATION		PO BOX 337			ROOSEVELT	UT	84066	
MOUNTAIN WEST TELEPHONE MUNICIPAL AUTHORITY		123 WEST 1ST STREET, SUITE C95			CASPER	WY	82601	
WESTMORELAND COUNTY MUNICIPAL AUTHORITY		124 PARK AND POOL RD			NEW STANTON	PA	15672	
WESTMORELAND COUNTY MUNICIPAL LIGHT & POWER		PO BOX 800			GREENSBURG	PA	15601	
NELMS COMMUNICATIONS INC		1200 EAST 1ST AVENUE			ANCHORAGE	AK	99501	
NEMONT		5445 TROUP HIGHWAY			TYLER	TX	75707	
		61 HWY 13 S			SCOBEE	MT	59263-0600	
NORTEX		205 NORTH WALNUT STREET	PO BOX 587		MUENSTER	TX	76252	
NORTEX		406 EAST CALIFORNIA STREET			GAINESVILLE	TX	76240	
NORTH BLAINE WATER CORP		805 W OKLAHOMA			OKEENE	OK	73763	
NORTH BLAINE WATER CORP		PO BOX 163			OKEENE	OK	73763	
NORTH STRABANE TOWNSHIP		1929 B ROUTE SOUTH			CANNONSBURG	PA	15317	
NORTH WELD COUNTY WATER DISTRICT		32825 CR 39			LUCERNE	CO	80646	

**Exhibit H**  
Utility Companies Service List  
Served via Overnight Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
NORTH WELD COUNTY WATER DISTRICT		PO BOX 56			LUCERNE	CO	80646	
NORTHFORK ELECTRIC COOPERATIVE		18920 E 1170 RD			SAYRE	OK	73662	
NORTHFORK ELECTRIC COOPERATIVE		PO BOX 400			SAYRE	OK	73662	
NORTHWEST COMMUNICATIONS COOPERATIVE		111 W RAILROAD AVE			RAY	ND	58849	
NORTHWEST RURAL WATER DISTRICT		5091 142ND AVE. NW			WILLISTON	ND	58801	
NORTHWESTERN ELECTRIC COOPERATIVE		2925 WILLIAMS AVE			WOODWARD	OK	73801	
NORTHWESTERN ELECTRIC COOPERATIVE		PO BOX 2707			WOODWARD	OK	73802	
NRG BUSINESS SOLUTIONS		211 CARNEGIE CENTER			PRINCETON	NJ	08540	
NTT CLOUD COMMUNICATION		NTT HIBIYA BUILDING 1-1-6	UCHISAIWAICHO	CHIYODA-KU	TOKYO			JAPAN
NTT Cloud Communication		NTT Hibiya Building 1-1-6			Uchisaiwaicho	Chiyoda-Ku	100-8019	Japan
NUECES ELECTRIC COOPERATIVE		14353 COOPERATIVE AVENUE			ROBSTOWN	TX	78380	
OG & E		321 N. HARVEY AVE.	PO BOX 24990		OKLAHOMA CITY	OK	73124-0990	
OKLAHOMA ELECTRIC COOPERATIVE		242 24TH AVE NW	2520 HEMPHILL DR.		NORMAN	OK	73069	
OKLAHOMA ELECTRIC COOPERATIVE		PO BOX 1208			NORMAN	OK	73070	
OKLAHOMA NATURAL GAS COMPANY		100 WEST FIFTH STREET			TULSA	OK	74103	
PACIFIC GAS & ELECTRIC COMPANY		77 BEALE STREET			SAN FRANCISCO	CA	94105	
PENELEC INC		76 S MAIN ST			AKRON	OH	44308-1812	
PENNSYLVANIA AMERICAN WATER		852 WESLEY DRIVE			MECHANICSBURG	PA	17055	
PENTEX		11799 WEST U.S. HIGHWAY 82			MUENSTER	TX	76252	
PENTEX		PO BOX 530			MUENSTER	TX	76252	
PEOPLES ELECTRIC COOPERATIVE		1600 NORTH COUNTRY CLUB ROAD			ADA	OK	74820	
PEOPLES ELECTRIC COOPERATIVE		PO BOX 429			ADA	OK	74821	
PEOPLES NATURAL GAS CO LLC		205 NORTH MAIN STREET			BUTLER	PA	16001	
PIONEER TELEPHONE COOPERATIVE INC		108 EAST ROBBERTS AVENUE			KINGFISHER	OK	73750	
PITTSBURG CO RWD #5		430 SOUTH CHAMBERS ROAD			MCALESTER	OK	74501	
PITTSBURG CO RWD #5		PO BOX 102			MCALESTER	OK	74502	
PPL ELECTRIC UTILITIES		827 HAUSMAN ROAD			ALLENTOWN	PA	18104-9392	
PS LIGHTWAVE		5959 CORPORATE DRIVE, SUITE 3300			HOUSTON	TX	77036	
PUBLIC SERVICE CO OF OK		212 E 6TH ST			TULSA	OK	74119-1212	

**Exhibit H**  
Utility Companies Service List  
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
PUBLIC SERVICE CO OF OK		PO BOX 371496			PITTSBURGH	PA	15250	
RED STAR RURAL WATER		PO BOX 155			LEEDEY	OK	73654	
RED STAR RURAL WATER	ATTN RED STAR RURAL WATER DISTRICT	OKLAHOMA 47			LEEDEY	OK	73654	
RELIANT ENERGY		1201 FANNIN STREET			HOUSTON	TX	77002	
RELIANT ENERGY		6100 WEST FUQUA STREET			HOUSTON	TX	77085	
RESERVATION TELEPHONE COOPERATIVE		24 N MAIN ST			PARSHALL	ND	58770	
RICARDO WSC		2302 EAST SAGE RD			KINGSVILLE	TX	78363	
RICHEY ROAD MUD		1621 MILAM STREEM, FLOOR 3			HOUSTON	TX	77002	
RIG POWER INC		415 W. WALL ST, SUITE 835			MIDLAND	TX	79701	
RIGNET		109 EVERGREEN DRIVE			HOUMA	LA	70360	
RIGNET		1303 VICTOR II BLVD.			MORGAN CITY	LA	70380	
RIGNET		15115 PARK ROW, SUITE 300			HOUSTON	TX	77084	
RIGNET		2803 WEST COUNTY RD 111			MIDLAND	TX	79706	
RIGNET		410 COMMERCIAL PARKWAY			BROUSSARD	LA	70518	
RIGNET		58 INVERNESS DR.			EAST ENGLEWOOD	CO	80112	
RIGNET		600 CONGRESS AVE, 14TH FLOOR			AUSTIN	TX	78701	
RIGNET		701 POYDRAS ST, SUITE 1900			NEW ORLEANS	LA	70139	
RINGWOOD PUBLIC WORKS		PO BOX 182			RINGWOOD	OK	73768	
RINGWOOD PUBLIC WORKS	ATTN STEVE RANDOLPH, WATER SUPERINTENDENT	WATER UTILITIES	200 N. MAIN		RINGWOOD	OK	73768-6002	
RISE BROADBAND		2 E 3RD ST			STERLING	IL	61081	
ROCK SPRINGS MUN UTILITY		212 D STREET			ROCK SPRINGS	WY	82901	
ROCKY MOUNTAIN POWER		1033 NE 6TH AVENUE			PORTLAND	OR	97256	
ROUGH RIDER ELECTRIC COOPERATIVE		800 HIGHWAY DR.			HAZEN	ND	58545	
RURAL ELECTRIC COOPERATIVE		13942 HIGHWAY 76			LINDSAY	OK	73052	
RURAL ELECTRIC COOPERATIVE		PO BOX 609			LINDSAY	OK	73052	
SEILING PUBLIC WORKS AUTHORITY		315 N. MAIN STREET			SEILING	OK	73663	
SEILING PUBLIC WORKS AUTHORITY		PO BOX 1043			SEILING	OK	73663	
SLEMCO		2727 SE EVANGELINE THRUWAY	PO BOX 90866		LAFAYETTE	LA	70509	
SLEMCO		3420 NE EVANGELINE THWY	PO BOX 98055		LAFAYETTE	LA	70509-8055	
SLEMCO		PO BOX 98055			LAFAYETTE	LA	70509-8055	
SLOPE ELECTRIC COOPERATIVE		116 EAST 12TH STREET			NEW ENGLAND	ND	58647	
SLOPE ELECTRIC COOPERATIVE		PO BOX 338			NEW ENGLAND	ND	58647	

## Exhibit H

Utility Companies Service List  
Served via Overnight Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
SOUTH LA ELECTRIC COMPANY OP ASSOCIATION		2028 COTEAU RD.	PO BOX 4037		HOUMA	LA	70361	
SOUTHERN BILLING SERVICES LLC		20423 SR 7, SUITE F6-102			BOCA RATON	FL	33498	
SOUTHERN OKLAHOMA WATER CORP		1967 SAM NOBLE PARKWAY			ARDMORE	OK	73401	
SOUTHERN TELECOMMUNICATIONS		361 EDGEWOOD TERRACE DRIVE			JACKSON	MS	39206	
SOUTHWESTERN ELECTRIC POWER COMPANY		1 RIVERSIDE PLAZA 14TH FLOOR			COLUMBUS	OH	43215	
SPARKLIGHT		6500 SUMMERHILL RD STE 2E			TEXARKANA	TX	75503	
SPECTRUM		13191 CROSSROADS PARKWAY NORTH			CITY OF INDUSTRY	CA	91746	
SPRINT		6200 SPRINT PARKWAY			OVERLAND PARK	KS	66251	
SRT COMMUNICATIONS		3615 N BROADWAY			MINOT	ND	58703	
ST. MARTIN PARISH WATERWORKS		1688 SMEDE HWY			ST. MARTINVILLE	LA	70582	
STEPHENS CO RWD 5		3314 SOUTH RAILROAD			MARLOW	OK	73055	
STEPHENS CO RWD 5		PO BOX 52			MARLOW	OK	73055	
STRATA NETWORKS		211 EAST 200 NORTH			ROOSEVELT	UT	84066	
SUDDENLINK		3015 SOUTH SOUTHEAST LOOP 323			TYLER	TX	75701	
SUMMER ENERGY		5847 SAN FELIPE ST	STE 3700		HOUSTON	TX	77057	
SUMMER ENERGY		PO BOX 660938			DALLAS	TX	75266	
SUPERIOR MUTUAL WATER CO		19474 ENOS LANE			BAKERSFIELD	CA	93314	
T MOBILE		1703 135TH PLACE NE			BELLEVUE	WA	98005	
TELSTAR COMMUNICATIONS	C/O DONALD HOHNSTEIN	2163 31ST STREET			GREELEY	CO	80631	
TERREBONNE PARISH CONSOLIDATED GOVERNMENT		8026 MAIN ST.	PO BOX 6097		HOUMA	LA	70361	
TEXAS GAS SERVICE		1301 S. MOPAC EXPRESSWAY	SUITE 400		AUSTIN	TX	78746	
TEXAS GAS SERVICE		PO BOX 219913			KANSAS CITY	MO	64121	
THOMAS PUBLIC WORKS		122 WEST BROADWAY AVENUE			THOMAS	OK	73669	
THOMAS PUBLIC WORKS		PO BOX 250			THOMAS	OK	73669	
TOUCHTONE COMMUNICATIONS INC		16 S JEFFERSON RD			WHIPPANY	NJ	07981	
TOWN OF ARNAUDVILLE		107 RUE DE JAUSIERS			ARNAUDVILLE	LA	70512	
TOWN OF EVANSVILLE		235 CURTIS STREET			EVANSVILLE	WY	82636	
TOWN OF MILLS		704 FOURTH ST	PO BOX 789		MILLS	WY	82644	
TOWN OF RANGELY		209 EAST MAIN STREET			RANGELY	CO	81648	
TXU ENERGY		6555 SIERRA DR			IRVING	TX	75039	
UNION TELEPHONE		850 N. HWY. 414			MOUNTAIN VIEW	WY	82939	
UNITED POWER INC.		500 COOPERATIVE WAY			BRIGHTON	CO	80603	
UNITED STATES CELLULAR		8410 WEST BRYN MAWR AVENUE	8410 FLOORS: 1-11		CHICAGO	IL	60631	



**Exhibit H**

Utility Companies Service List  
Served via Overnight Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
UPNETWORK		555 HOWARD ST STE 100			SAN FRANCISCO	CA	94105	
UTE WATER CONSERVANCY DISTRICT		2190 H 1/4 ROAD			GRAND JUNCTION	CO	81505	
VERENDRYE ELECTRIC COOPERATIVE		615 HIGHWAY 52 WEST			VELVA	ND	58790-7417	
VERIZON		1095 AVENUE OF THE AMERICAS			NEW YORK	NY	10036	
VEXUS (NTS COMMUNICATIONS)		1220 BROADWAY, STE 100			LUBBOCK	TX	79401-3202	
VIASAT INC		6155 EL CAMINO REAL			CARLSBAD	CA	92009	
VISIONARY COMMUNICATIONS INC		1001 S DOUGLAS HWY, STE 201	PO BOX 2799		GILLETTE	WY	82717	
WATERLOGIC AMERICAS		77 MCCULLOUGH DRIVE, SUITE 9			NEW CASTLE	DE	19720	
WATERWORKS DISTRICT NO 3		4104 COTEAU ROAD			NEW IBERIA	LA	70560-9799	
COTEAU		HIGHWAY 88			AKRON	OH	44308	
WEST PENN POWER COMPANY		76 SOUTH MAIN STREET						
WINDSTREAM		4001 RODNEY PARHAM RD			LITTLE ROCK	AR	72212	
WOLF PACK RENTALS		136 ANDELL RD			BRIDGEPORT	WV	26330	
XCEL ENERGY		401 NICOLLET MALL			MINNEAPOLIS	MN	55401	
YANCEY WATER SUPPLY		150 CO RD 743			YANCEY	TX	78886	
YANCEY WATER SUPPLY		PO BOX 127			YANCEY	TX	78886	

# EXHIBIT I

**Exhibit I**

Insurance Providers Service List  
Served via Electronic Mail

CreditorName	CreditorNoticeName	Email
ADAMS COUNTY PUBLIC WORKS BOARD OF COMMISSIONERS, ARAPAHOE, COLORADO	KRISTIN SULLIVAN	ksullivan@adcogov.org  Commissioners@arapahoegov.com
HARRIS COUNTY CLERK HOWDEN SPECIALTY	HARRIS COUNTY CIVIL COURTHOUSE	CCO.ADMINISTRATION.INQUIRIES@CCO.HCTX.NET; ccinfo@hccountyclerk.com max.scagnetti@howdenspecialty.com
LOUISIANA DEPARTMENT OF TRANSPORTATION	DR. SHAWN D. WILSON	DOTDCS@LA.GOV
MCGRIFF INSURANCE SERVICES, INC.		MRuss@McGriffInsurance.com
OHIO DEPT. OF COMMERCE DIV OF STATE FIRE MARSHAL BUREAU		WEBSFM@COM.STATE.OH.US
RKH Specialty Limited	Howden Specialty	max.scagnetti@howdenspecialty.com
THE ATCHAFALAYA BASIN LEVEE	WILLIAM TYSON, EXECUTIVE DIRECTOR	INFO@ABLDLA.COM
Zurich Insurance Group		info.source@zurichna.com

## EXHIBIT J

## Exhibit J

Insurance Providers Service List  
Served via Overnight Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
ADAMS COUNTY PUBLIC WORKS	KRISTIN SULLIVAN	DIRECTOR	4430 S. ADAMS COUNTY PKWY.		BRIGHTON	CO	80601	
AIG	ATTN MONICA BOWES	2929 ALLEN PARKWAY	SUITE 1300		HOUSTON	TX	77019	
AIG	Risk Specialists Companies Insurance Agency, Inc.	Paul Tassinario	2929 Allen Parkway, Suite 1300		Houston	TX	77019	
ALESCO RISK MANAGEMENT SERVICES	ATTN BRUCE WOHLWEND	2245 TEXAS DRIVE	SUITE 140		SUGAR LAND	TX	77479	
Alesco Risk Management Services Limited	Bruce Wohlwend	Alesco Risk Management Services	2245 Texas Drive, Suite 140		Sugar Land	TX	77479	
ALLIANZ	ATTN DAN BRIETBACH	225 W. WASHINGTON STREET	SUITE 2100		CHICAGO	IL	60606	
Allianz Global Risks US Ins. Co.	Worldlink Specialty, LLC	Victoria Di Pietro	350 N. Orleans St., No. 900N		Chicago	IL	60654	
Allianze	Allianz	Dan Brietbach	225 W. Washington Street, Suite 2100		Chicago	IL	60606	
Arch	Arch Insurance	Taylor Donovan	2711 N Haskell Ave., Ste. 1700		Dallas	TX	75204	
ARCH INSURANCE	ATTN TAYLOUR DONOVAN	2711 N HASKELL AVE.	STE 1700		DALLAS	TX	75204	
ARKANSAS STATE HIGHWAY & TRANSPORTATION DEPARTMENT	FISCAL SERVICES DIVISION	PO Box 2261			LITTLE ROCK	AR	72203-2261	
ASPEN AMERICAN INSURANCE COMPANY	ATTN KEVIN GILLEN	175 CAPITAL BOULEVARD, SUITE 300			ROCKY HILL	CT	06067	
Aspen Insurance		175 Capital Boulevard, Suite 100 & 300			Rocky Hill	CT	6067	
Associated Industries	CRC	Fred Buck	5555 Triangle Parkway, Suite 400		Atlanta	GA	30097	
Atlantic Specialty	U.S. Risk	Tony Greer	900 S Capital of TX Highway, Ste. 450		Austin	TX	78746	
BEAZLEY	ATTN JON PALMQUIST	15305 DALLAS PARKWAY	SUITE 1060		DALLAS	TX	75001	
Beazley	Jon Palmquist	15305 Dallas Parkway, Suite 1060			Dallas	TX	75001	
Berkshire Hathaway	Berkshire Hathaway Specialty Insurance	J. Collins Free	2800 Post Oak Blvd, Suite 4050		Houston	TX	77056	
BERKSHIRE HATHAWAY SPECIALTY INSURANCE	ATTN J. COLLINS FREE	2800 POST OAK BLVD	SUITE 4050		HOUSTON	TX	77056	
BOARD OF COMMISSIONERS, ARAPAHOE, COLORADO		ADMINISTRATION BUILDING	5334 S. PRINCE ST.		LITTLETON	CO	80120	
BOARD OF COMMISSIONS FOR THE ATCHAFALAYA BASIN LEVEE	WILLIAM TYSON, EXECUTIVE DIRECTOR	PO Box 170			PORT ALLEN	LA	70767-0170	
BUREAU OF CUSTOMS BORDER PROTECTION	CBP HEADQUARTERS	1300 PENNSYLVANIA AVE. NW			WASHINGTON	DC	20229	
CHUBB	ATTN RYAN MCCLEVEY	525 WEST MONROE	STE. 700		CHICAGO	IL	60661	
Chubb	Chubb Global Casualty	Charlotte Baird	Two Riverway, 9th Floor		Houston	TX	77056	
Chubb	Ryan McClevey	525 West Monroe, Ste. 700			Chicago	IL	60661	
CHUBB GLOBAL CASUALTY	ATTN CHARLOTTE BAIRD	TWO RIVERWAY	9TH FLOOR		HOUSTON	TX	77056	
COLORADO OIL & GAS CONSERVATION COMMISSION		1120 LINCOLN STREET	SUITE 801		DENVER	CO	80203	

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COLORADO OIL & GAS CONSERVATION COMMISSION		818 TAUGHENBAUGH BLVD	SUITE 103		RIFLE	CO	81650	
CRC	ATTN FRED BUCK	5555 TRIANGLE PARKWAY	SUITE 400		ATLANTA	GA	30097	
DEPARTMENT OF TRANSPORTATION, STATE OF NEW YORK		NYSDOT MAIN OFFICE	50 WOLF ROAD		ALBANY	NY	12232	
Endurance	Sompo International	Joe Wahman	303 West Madison, Suite 1800		Chicago	IL	60606	
Federal Insurance Company (Chubb)	Chubb	Ryan McClevey	525 West Monroe, Ste. 700		Chicago	IL	60661	
Freedom Specialty	Nationwide	Kellen Dougherty	3625 Brookside Parkway Suite No. 335		Alpharetta	GA	30022	
HARRIS COUNTY CLERK	HARRIS COUNTY CIVIL COURTHOUSE	201 CAROLINE ST	4TH FLOOR	SUITE 460	HOUSTON	TX	77002	
HARRIS COUNTY TEXAS		SUITE 800, 1001 PRESTON STREET			HOUSTON	TX	77002	
Hiscox	Hiscox Insurance Company Inc.	Nephertiti Plunkett	520 Madison Avenue, 32nd Fl		New York	NY	10022	
HISCOX INSURANCE COMPANY INC.	ATTN NEPHERTITI PLUNKETT	520 MADISON AVENUE	32ND FL		NEW YORK	NY	10022	
HOWDEN SPECIALTY		1221 BRICKELL AVENUE, SUITE 1240			MIAMI	FL	33131	
HOWDEN SPECIALTY	ATTN HARRY BYRNE	ONE CREECHURCH PLACE			LONDON		EC3A 5AF	UNITED KINGDOM
HOWDEN SPECIALTY	ATTN JAMES BECKETT	ONE CREECHURCH PLACE			LONDON		EC3A 5AF	UNITED KINGDOM
Illinois National	AIG	Monica Bowes	2929 Allen Parkway, Suite 1300		Houston	TX	77019	
INDEMCO		777 POST OAK BLVD, SUITE 330			HOUSTON	TX	77056	
JH BLADES	ATTN KAREN HUDGENS	520 SOUTH POST OAK BLVD.	SUITE 250		HOUSTON	TX	77027	
JH Blades & Co., Inc.	Karen Hudgens	520 South Post Oak Blvd., Suite 250			Houston	TX	77027	
Liberty Mutual	Liberty Mutual Insurance	Jim Doucet	PO Box 259015		Plano	TX	75024	
LIBERTY MUTUAL INSURANCE	ATTN JIM DOUCET	PO Box 259015			PLANO	TX	75024	
Lloyds	Howden Specialty	Harry Byrne and James Beckett	One Creechurch Place		London		EC3A 5AF	United Kingdom
Lloyd's	JH Blades	Karen Hudgens	520 South Post Oak Blvd., Suite 250		Houston	TX	77027	
Lloyds - Alesco	Alesco Risk Management Services	Bruce Wohlwend	2245 Texas Drive, Suite 140		Sugar Land	TX	77479	
Lloyd's of London	Howden Specialty	Harry Byrne	One Creechurch Place		London		EC3A 5AF	United Kingdom
LOUISIANA DEPARTMENT OF TRANSPORTATION	DR. SHAWN D. WILSON	SECRETARY	LA DOTD HEADQUARTERS	1201 CAPITOL ACCESS ROAD, ROOM 3020	BATON ROUGE	LA	70802	

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
LOUISIANA DEPARTMENT OF TRANSPORTATION & DEVELOPMENT	ATTENTION TRUCK PERMITS	PO BOX 94245			BATON ROUGE	LA	70804-9245	
MARYLAND STATE HWY ADMIN.		707 NORTH CALVERT STREET			BALTIMORE	MD	21202-3601	
MCGRUFF INSURANCE SERVICES, INC.		2400 EAST KATELLA AVENUE, SUITE 1100			ANAHEIM	CA	92806	
MCGRUFF, SEIBELS & WILLIAMS		10100 KATY FREEWAY	#400		HOUSTON	TX	77043	
National Union Fire Insurance Company of Pittsburgh PA	AIG	Monica Bowes	2929 Allen Parkway, Suite 1300		Houston	TX	77019	
NATIONWIDE	ATTN KELLEN DOUGHERTY	3625 BROOKSIDE PARKWAY	SUITE 335		ALPHARETTA	GA	30022	
OHIO DEPARTMENT OF HEALTH	HEALTH EQUITY OFFICE	246 N. HIGH STREET	7TH FLOOR		COLUMBUS	OH	43215	
OHIO DEPT. OF COMMERCE DIV OF STATE FIRE MARSHAL BUREAU		8895 EAST MAIN STREET			REYNOLDSBURG	OH	43068	
OKLAHOMA CORPORATION COMMISSION	TRANSPORTATION DIVISION	PO Box 52000			OKLAHOMA CITY	OK	73152-2000	
OKLAHOMA DPS		3600 NORTH MARTIN LUTHER KING AVENUE			OKLAHOMA CITY	OK	73111	
PENNSYLVANIA DEPARTMENT OF TRANSPORTATION	AR PENNDOT - APRAS	PO BOX 15560			HARRISBURG	PA	17105	
PENNSYLVANIA DOT	CENTRAL OFFICE	KEYSTONE BUILDING	400 NORTH ST., FIFTH FLOOR		HARRISBURG	PA	17120	
QBE	ATTN BEN YOUNG	2400 DALLAS PKWY 3RD FLOOR			PLANO	TX	75093	
QBE	Ben Young	2400 Dallas Pkwy 3rd Floor			Plano	TX	75093	
RAILROAD COMMISSION OF TEXAS		PO BOX 12967			AUSTIN	TX	78711-2967	
RISK SPECIALISTS COMPANIES INSURANCE AGENCY, INC.	ATTN PAUL TASSINARIO	2929 ALLEN PARKWAY	SUITE 1300		HOUSTON	TX	77019	
RKH Specialty Limited	Howden Specialty	1221 Brickell Avenue, Suite 1240			Miami	FL	33131	
RLI Corp		9025 N. Lindbergh Drive			Peoria	IL	61615	
RLI INSURANCE COMPANY	ATTN BOB KIRK	9025 N. LINDBERGH DRIVE			PEORIA	IL	61615	
RSUI Indemnity	CRC	Fred Buck	5555 Triangle Parkway, Suite 400		Atlanta	GA	30097	
SHELL OFFSHORE INC.		701 POYDRAS ST	STE 2720		NEW ORLEANS	LA	70139-7724	
SOMPO	Sompo International	Joe Wahman	303 West Madison, Ste. 1800		Chicago	IL	60606	
SOMPO INTERNATIONAL	ATTN JOE WAHMAN	303 WEST MADISON	STE. 1800		CHICAGO	IL	60606	
StarStone Specialty	CRC	Fred Buck	5555 Triangle Parkway, Suite 400		Atlanta	GA	30097	
STATE OF ARKANSAS	DEPT OF FINANCE & ADMIN MISC TAX	PO BOX 896 ROOM			LITTLE ROCK	AR	72203-0896	
STATE OF COLORADO - OIL AND GAS CONSERVATION COMMISSION		1120 LINCOLN STREET	SUITE 801		DENVER	CO	80203	
STATE OF COLORADO - OIL AND GAS CONSERVATION COMMISSION		818 TAUGHENBAUGH BLVD	SUITE 103		RIFLE	CO	81650	



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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
STATE OF OKLAHOMA	DEPT OF ENVIRONMENTAL QUALITY	PO BOX 2036			OKLAHOMA CITY	OK	73101-2036	
STATE OF WYOMING DEPARTMENT OF EMPLOYMENT	LABOR STANDARDS (MAIN OFFICE)	5221 YELLOWSTONE ROAD			CHEYENNE	WY	82002	
TEXAS DEPARTMENT OF MOTOR VEHICLES		4000 JACKSON AVENUE			AUSTIN	TX	78731	
THE ATCHAFALAYA BASIN LEVEE	WILLIAM TYSON, EXECUTIVE DIRECTOR	ATCHAFALAYA BASIN LEVEE DISTRICT BOARD OF COMMISSIONERS	525 COURT ST		PORT ALLEN	LA	70767	
TOKIO MARINE HCC	ATTN JORDON GEORGE	499 WASHINGTON BLVD.	SUITE 1500		JERSEY CITY	NJ	07310	
TRAVELERS	ATTN JEREMY TOWNSEND	4650 WESTWAY PARK BLVD.			HOUSTON	TX	77041	
Travelers Property Casualty Co of America	Travelers	Jeremy Townsend	4650 Westway Park Blvd.		Houston	TX	77041	
TX DMV		4000 JACKSON AVENUE			AUSTIN	TX	78731	
U.S. RISK	ATTN TONY GREER	900 S CAPITAL OF TX HIGHWAY	STE. 450		AUSTIN	TX	78746	
U.S. SPECIALTY INSURANCE COMPANY (INDEMCO)	ATTN MICHELE TYSON	13403 NORTHWEST FREEWAY			HOUSTON	TX	77040	
US Specialty	Tokio Marine HCC	Jordon George	499 Washington Blvd, Suite 1500		Jersey City	NJ	07310	
WASHINGTON DEPARTMENT OF REVENUE		2101 4TH AVE	SUITE 1400		SEATTLE	WA	98121	
Wesco	CRC	Fred Buck	5555 Triangle Parkway, Suite 400		Atlanta	GA	30097	
White Bear	Howden Specialty	James Beckett	One Creechurch Place		London		EC3A 5AF	United Kingdom
WORLDLINK SPECIALTY, LLC	ATTN VICTORIA DI PIETRO	350 N. ORLEANS ST.	#900N		CHICAGO	IL	60654	
WQIS	ATTN BOB GALLAGHER	60 BROAD STREET	33RD FLOOR		NEW YORK	NY	10004	
WQIS	Bob Gallagher	60 Broad Street, 33rd Floor			New York	NY	10004	
WYOMING DEQ		DEQ HEADQUARTERS	200 WEST 17TH STREET		CHEYENNE	WY	82002	
WYOMING DEQ - LAND QUALITY SECTION	DEPARTMENT OF ENVIRONMENTAL QUALITY, LAND QUALITY DIVISION	200 WEST 17TH STREET	SUITE 10		CHEYENNE	WY	82002	
Zurich	Zurich North America Commercial	Justin Taci	2000 W. Sam Houston Pkwy. S., Ste. 900		Houston	TX	77042	
ZURICH AMERICAN INSURANCE COMPANY	ATTN CHARY CROOKS	1299 ZURICH WAY, 5TH FLOOR	PO BOX 968017		SCHAUMBURG	IL	60196	
Zurich Insurance Group		1299 Zurich Way			Schaumburg	IL	60196-1056	
ZURICH NORTH AMERICA COMMERCIAL	ATTN JUSTIN TACI	2000 W. SAM HOUSTON PKWY. S.	STE. 900		HOUSTON	TX	77042	

## EXHIBIT K

**Exhibit K**

Registered and Substantial Holders Service List  
Served via Electronic Mail

CreditorName	CreditorNoticeName	Email
ARISTEIA CAPITAL, L.L.C.	BILL TECHAR	techar@aristeiacapital.com
LJH, LTD.	JAMES HARBER	lharber@hotmail.com
MADISON AVENUE PARTNERS, LP	ELI SAMAHA	esamaha2@bloomberg.net
MONARCH ALTERNATIVE CAPITAL LP	MICHAEL WEINSTOCK	michael.weinstock@monarchlp.com
WARLANDER ASSET MANAGEMENT, LP	ERIC COLE	ecole@warlander.com

## EXHIBIT L

**Exhibit L**  
DTC LENS  
Served via Electronic Mail

CreditorName	Email
DTC LENS	legalandtaxnotices@dtcc.com

**From:** [David Hartie](#)  
**To:** ["legalandtaxnotices@dtcc.com"](mailto:legalandtaxnotices@dtcc.com)  
**Cc:** [INA KCC Securities](#)  
**Subject:** Superior Energy Services, Inc. - Equity Trading Notice for Posting  
**Date:** Monday, December 07, 2020 7:56:44 AM  
**Attachments:** [Superior Energy Services DN 18 Emergent Motion re Equity Transfers.pdf](#)

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Re: CUSIP 868157 30 6

Please post the attached equity transfer motion re Superior Energy Inc.

Thank you.

**David Hartie**

KCC

Managing Director > Public Securities Services

**T** +1 917 281 4821 **M** +1 917 675 2297

1290 Avenue of the Americas, 9th Floor, New York, NY 10104

[www.kccllc.com](http://www.kccllc.com)

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## EXHIBIT M



## Exhibit M

Registered and Substantial Holders Service List  
Served via Electronic Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip	Country
ARISTEIA CAPITAL, L.L.C.	BILL TECHAR	ONE GREENWICH PLAZA	3RD FLOOR	GREENWICH	CT	06830	
AST EXCHANGE AGENT CO 01179	BLACK WARRIOR WIRELINE (OLD)	6201 15TH AVENUE		BROOKLYN	NY	11219	
AST EXCHANGE AGENT CO 05791	SUPERIOR ENERGY SVCS (OLD)	6201 15TH AVENUE		BROOKLYN	NY	11219	
AST EXCHANGE AGENT CO 17453	COMPLETE PRODUCTION SERVICES INC	6201 15TH AVENUE		BROOKLYN	NY	11219	
CARRIE M ALLAIN		318 STEEPLE CHASE DR		NEW IBERIA	LA	70560-1431	
CEDE & CO (FAST ACCOUNT)		PO BOX 20	BOWLING GREEN STATION	NEW YORK	NY	10004	
CHRYSANTHE ZISSIS		20 CLOVER TERRACE		ARKPORT	NY	14807	
DANNY RAY THORNTON		2745 S FRONTAGE RD		COLUMBUS	MS	39701-9513	
DAVID B PAPP		63 NATALIE RD		TRUMBULL	CT	06611-1211	
DAVID MANNINA		600 JANICE ST		JEANERETTE	LA	70544-3814	
DAVID RUSSELL		2794 COUNTY ROAD	156	WHITESBORO	TX	76273-6128	
GARRY GRAVE		517 NORTH GRAND		SPENCER	IA	51301-3913	
IAN WILLIAM SHEPHERD		5 BREA WALK	INVERURIE ABERDEENSHIRE	SCOTLAND		AB515SD	UNITED KINGDOM
JAMES MORELAND		78 WATERTANK RD		LAUREL	MS	39443-9333	
JOHN MANNINA		612 OAK MANOR		NEW IBERIA	LA	70563-2224	
JOHN W JENNINGS III		6225 LONGMONT DR		HOUSTON	TX	77057-1817	
JOSEPH FUERST		11 HOUSTON AVE		HOUMA	LA	70360-7321	
KATHERINE CONELY & JAMES H CONELY	JT TEN	137 FOX HOLLOW RD		MONTGOMERY	AL	36109-4007	
KELLY KNOWLES		133 REX DRIVE		NEW ORLEANS	LA	70123-3530	
KHALID W ESMAIL		999 NORTH 9TH STREET	APT 123	BATON ROUGE	LA	70802-4402	
LJH, LTD.	JAMES HARBER	377 NEVA LANE		DENISON	TX	75020	
MADISON AVENUE PARTNERS, LP	ELI SAMAHA	150 EAST 58TH STREET	14TH FLOOR	NEW YORK	NY	10155	
MICHAEL MANNINA SR		11612 OLD JEANERETTE ROAD	LOT 1	JEANERETTE	LA	70544-5986	
MONARCH ALTERNATIVE CAPITAL LP	MICHAEL WEINSTOCK	535 MADISON AVENUE		NEW YORK	NY	10022	
NADJI T RICHMOND		47 S MEWS WOOD CT		THE WOODLANDS	TX	77381-4555	
NANCY S MILLER		2100 LINWOOD AVE	APT 4Y	FORT LEE	NJ	07024-3186	
Osher Malka		7350 E Stetson Dr		Scottsdale	AZ	85251-3432	
PHILIP V DUGGAN		8329 WINNINGHAM LN		HOUSTON	TX	77057-1817	
RANDY BRADY		PO BOX 6053		RIVERTON	WY	82501-0399	
ROBERT MANNINA		512 OAK MANOR DRIVE		NEW IBERIA	LA	70563-2226	
RUSSELL CROFTS		4 KESTREL ROAD	NEWBURGH ABERDEEN	SCOTTLAND		AB41 6FF	UNITED KINGDOM
SHAHE SINANIAN		20 EAST 9TH STREET	APT 11P	NEW YORK	NY	10003-5944	
STEVE VINCENT & NANCY T VINCENT	JT TEN	615 WEST 885 SOUTH		BRIGHAM CITY	UT	84302-3080	
SUPERIOR ENERGY SERVICES INC		1503 ENGINEERS RD		BELLE CHASSE	LA	70037-3128	
THERESA MARIE SMITH		280 SHOALS DR		MT PLEASANT	SC	29464-7774	
WARLANDER ASSET MANAGEMENT, LP	ERIC COLE	250 WEST 55TH STREET	33RD FLOOR	NEW YORK	NY	10019	

**Exhibit M**

Registered and Substantial Holders Service List  
Served via Electronic Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip	Country
WILLIAM BOUYER		2938 BUSHMEAD COURT		OCOE	FL	34761	

## EXHIBIT N

**Exhibit N**  
MSL/2002 Service List  
Served via Facsimile

Description	CreditorName	CreditorNoticeName	Fax
Alaska	Alaska Attorney General	Attn Bankruptcy Department	907-276-3697
Top 30 Creditor	BECNEL RENTAL TOOLS LLC	ATTN: JASON BECNEL	(504) 341-4610
Top 30 Creditor	CAD CONTROL SYSTEMS	ATTN: REGGIE WELTY	(337) 369-3724
Colorado	Colorado Attorney General	Attn Bankruptcy Department	720-508-6030
Top 30 Creditor	CONNECTOR SPECIALISTS INC	ATTN: ALEX WHEELLOCK	(337) 237-3756
Top 30 Creditor	CONTROL FLOW INC	ATTN: BILL LAIRD	(281) 890-3947
Counsel to Ad hoc group of holders of prepetition senior notes	Davis Polk & Wardwell LLP	Adam L. Shpeen	212-701-5169
Counsel to Ad hoc group of holders of prepetition senior notes	Davis Polk & Wardwell LLP	Damian S. Schaible	212-701-5580
Counsel to Ad hoc group of holders of prepetition senior notes	Davis Polk & Wardwell LLP	Matthew Bruno Masaro	212-701-5281
EPA Headquarters	Environmental Protection Agency	Mail Code 2310A, Office of General Counsel	202-564-4613
Counsel to the indenture trustee for the Debtors' prepetition notes;	Faegre Drinker Biddle & Reath LLP	Steven M. Wagner	312-569-3216
Counsel to the indenture trustee for the Debtors' prepetition notes;	Faegre Drinker Biddle & Reath LLP	Timothy R. Casey	312-569-3201
Florida	Florida Attorney General	Attn Bankruptcy Department	850-487-2564
IRS/Top 30	Internal Revenue Service	Centralized Insolvency Operation	855-235-6787
Kansas	Kansas Attorney General	Attn Bankruptcy Department	785-296-6296
Top 30 Creditor	LAFAYETTE STEEL ERECTOR INC	ATTN: APRIL THOMPSON	(337) 234-0217
Louisiana	Louisiana Attorney General	Attn Bankruptcy Department	225-326-6797
Montana	Montana Attorney General	Attn Bankruptcy Department	406-444-3549
Nebraska	Nebraska Attorney General	Attn Bankruptcy Department	402-471-3297
Nevada	Nevada Attorney General	Attn Bankruptcy Department	775-684-1108
New Mexico	New Mexico Attorney General	Attn Bankruptcy Department	505-490-4883
Oklahoma	Oklahoma Attorney General	Attn Bankruptcy Department	405-521-6246
Pennsylvania	Pennsylvania Attorney General	Attn Bankruptcy Department	717-787-8242
SEC Headquarters	Securities & Exchange Commission	Secretary of the Treasury	202-772-9317
SEC Headquarters	Securities & Exchange Commission	Secretary of the Treasury	202-772-9318
Counsel to the agent for the Debtors' prepetition secured asset-based revolving credit facility	Simpson Thatcher & Bartlett LLP	Robert Rene Rabalais , Brandan L. Still and Dylan W. Benac	713-821-5602
South Dakota	South Dakota Attorney General	Attn Bankruptcy Department	605-773-4106
Texas	Texas Attorney General	Attn Bankruptcy Department	512-475-2994
Top 30 Creditor	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.	ATTN: LISA MCCANTS	(904) 645-1921
United States Attorney Office for the Southern District of Texas	US Attorney Office Southern District of Texas	Richard A. Kincheloe	713-718-3300
United States Attorney Office for the Southern District of Texas	US Attorney Office Southern District of Texas	Richard A. Kincheloe	713-718-3033
Utah	Utah Attorney General	Attn Bankruptcy Department	801-538-1121
West Virginia	West Virginia Attorney General	Attn Bankruptcy Department	304-558-0140
Top 30 Creditor	WIDE RANGE LOGISTICS LLC	ATTN: DAVID BREAUX	(337) 446-3124
Wyoming	Wyoming Attorney General	Attn Bankruptcy Department	307-777-6869

## EXHIBIT O

**Exhibit O**  
Banks Service List  
Served via Fascimile

CreditorName	CreditorNoticeName	Fax Number
BANK OF AMERICA	ATTN BETH HIBBELER	(214) 290-9466
NATIONAL BANK OF KUWAIT	ATTN: DANAH AL-SULAIHIM	965-2242-6813
NATIONAL BANK OF KUWAIT	ATTN: GRACY PEREIRA	965-2242-6813
WELLS FARGO	ATTN MADELEINE HALL	(713) 319-1925

## EXHIBIT P



**Exhibit P**Utility Companies Service List  
Served via Fascimile

CreditorName	CreditorNoticeName	Fax Number
ALFALFA ELECTRIC COOP		580-596-2464
BRYAN TEXAS UTILITIES - BTU		979-821-5795
CIMARRON ELECTRIC COOP		405-375-4209
CITY OF GREELEY	ATTN GREELEY WATER AND SEWER	970-350-9805
CITY OF VICTORIA	ATTN MICHELLE OZUNA	361-485-3405
MCKENZIE ELECTRIC COOPERATIVE INC		701-444-3002
MINOT WATER DEPARTMENT	ATTN DAN JONASSON	701-857-4130
MOON LAKE ELECTRIC ASSOCIATION		970-722-5466
MUNICIPAL AUTHORITY WESTMORELAND COUNTY		724-755-5924
NORTH WELD COUNTY WATER DISTRICT		970-395-0997
NORTHFORK ELECTRIC COOPERATIVE		580-928-3105
OKLAHOMA ELECTRIC COOPERATIVE		405-217-6900
PENTEX		940-759-2847
PENTEX		940-759-4122
PUBLIC SERVICE CO OF OK		918-599-3233
RURAL ELECTRIC COOPERATIVE		405-756-8957
SEILING PUBLIC WORKS AUTHORITY		580-922-7339
SUMMER ENERGY		888-594-9350
YANCEY WATER SUPPLY		830-741-8009

## EXHIBIT Q

**Exhibit Q**

Insurance Providers Service List  
Served via Fascimile

<b>CreditorName</b>	<b>CreditorNoticeName</b>	<b>Fax Number</b>
ADAMS COUNTY PUBLIC WORKS	KRISTIN SULLIVAN	720- 523-6996
BOARD OF COMMISSIONERS, ARAPAHOE, COLORADO		303- 734-5470
COLORADO OIL & GAS CONSERVATION COMMISSION		303- 894-2109
LOUISIANA DEPARTMENT OF TRANSPORTATION	DR. SHAWN D. WILSON	225- 379-1851
STATE OF COLORADO - OIL AND GAS CONSERVATION COMMISSION		303- 894-2109
THE ATCHAFALAYA BASIN LEVEE	WILLIAM TYSON, EXECUTIVE DIRECTOR	225- 387-4742
TX DMV		512- 465-4129
WYOMING DEQ		307- 635-1784
WYOMING DEQ - LAND QUALITY SECTION	DEPARTMENT OF ENVIRONMENTAL QUALITY, LAND QUALITY DIVISION	307- 635-1784

## EXHIBIT R

**Exhibit R**  
MSL/2002 Service List  
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Alabama	Alabama Attorney General	Attn Bankruptcy Department	501 Washington Ave	PO Box 300152	Montgomery	AL	36104-0152
Alaska	Alaska Attorney General	Attn Bankruptcy Department	1031 West 4th Avenue, Suite 200		Anchorage	AK	99501-1994
Top 30 Creditor	ALPHA RENTAL TOOLS INC	ATTN: DWAYNE BOUDOIN	4836 HIGHWAY 182		HOUMA	LA	70364
Arkansas	Arkansas Attorney General	Attn Bankruptcy Department	323 Center St. Ste 200		Little Rock	AR	72201-2610
Top 30 Creditor	B&L PIPECO SERVICES INC	ATTN: MATT PAULSEN	20465 SH 249	SUITE 200	HOUSTON	TX	77070
Top 30 Creditor	BECNEL RENTAL TOOLS LLC	ATTN: JASON BECNEL	1809 INDUSTRIAL BLVD		HARVEY	LA	70058
Top 30 Creditor	BRICCO METAL FINISHING LLC	ATTN: RICK BRIDGES	17667 TELGE ROAD		CYPRESS	TX	77429
Top 30 Creditor	BS & G RENTALS LLC	ATTN: JASON BELLARD	1100 SMEDE HWY		BROUSSARD	LA	70518-8033
Top 30 Creditor	CAD CONTROL SYSTEMS	ATTN: REGGIE WELTY	1017 FREEMAN ROAD		BROUSSARD	LA	70518
California	California Attorney General	Attn Bankruptcy Department	1300 I St., Ste. 1740		Sacramento	CA	95814-2919
Top 30 Creditor	CHS INC	ATTN: COURTNEY HEARD	5500 CENEX DRIVE		INVER GROVE HEIGHTS	MN	55077
Colorado	Colorado Attorney General	Attn Bankruptcy Department	Ralph L Carr Colorado Judicial Building	1300 Broadway, 10th Fl	Denver	CO	80203
Top 30 Creditor	CONNECTOR SPECIALISTS INC	ATTN: ALEX WHEELOCK	11050 W LITTLE YORK RD, BUILDING N		HOUSTON	TX	77041
Top 30 Creditor	CONTROL FLOW INC	ATTN: BILL LAIRD	9201 FAIRBANKS N. HOUSTON ROAD		HOUSTON	TX	77064
Counsel to Ad hoc group of holders of prepetition senior notes	Davis Polk & Wardwell LLP	Damian S. Schaible, Adam L. Shpeen and Matthew Bruno Masaro	450 Lexington Avenue		New York	NY	10017
Delaware	Delaware Attorney General	Attn Bankruptcy Department	Carvel State Office Bldg.	820 N. French St.	Wilmington	DE	19801
Top 30 Creditor	DELMAR SYSTEMS INC	ATTN: KEN BABIN	8114 W. HWY. 90		BROUSSARD	LA	70518
Top 30 Creditor	DOWNHOLE SOLUTIONS INC	ATTN: BURT PEREIRA	81697 HWY 41		BUSH	LA	70431
Top 30 Creditor	DUPRE MACHINE	ATTN: JAKE DUPRE	143 DECAL ST		LAFAYETTE	LA	70508-3350
Top 30 Creditor	ENTERPRISE FLEET MANAGEMENT	ATTN: BRICE ADAMSON	29 HUNTER AVE		ST. LOUIS	MO	63124
Top 30 Creditor	ENTERPRISE FM TRUST	ATTN: KEITH GURULE	811 MAIN STREET		KANSAS CITY	MO	64105
EPA Headquarters	Environmental Protection Agency	Mail Code 2310A, Office of General Counsel	1200 Pennsylvania Ave NW	Ariel Rios Building	Washington	DC	20004
EPA State	Environmental Protection Agency		Renaissance Tower	1201 Elm Street, Suite 500	Dallas	TX	75270
Counsel to the indenture trustee for the Debtors' prepetition notes;	Faegre Drinker Biddle & Reath LLP	Timothy R. Casey and Steven M. Wagner	191 N. Wacker Dr., Ste. 3700		Chicago	IL	60606-1698
Florida	Florida Attorney General	Attn Bankruptcy Department	The Capitol PL-01		Tallahassee	FL	32399-1050
Top 30 Creditor	FMC TECHNOLOGIES INC	ATTN: DOUGLAS J. PFERDEHIRT	11740 KATY FWY		HOUSTON	TX	77079
IRS/Top 30	Internal Revenue Service	Centralized Insolvency Operation	PO Box 7346		Philadelphia	PA	19101-7346
IRS/Top 30	Internal Revenue Service		1919 Smith Street		Houston	TX	77002
Counsel to RLI Insurance Company	Jennings, Haug & Cunningham, LLP	Chad L. Schexnayder and Alana L. Porrazzo	2800 N. Central Avenue, Suite 1800		Phoenix	AZ	85004
DIP Agent	JPMorgan Chase Bank, N.A.	Attn Gregory George	712 Main St, Floor 5		Houston	TX	77002
Kansas	Kansas Attorney General	Attn Bankruptcy Department	120 SW 10th Ave., 2nd Fl		Topeka	KS	66612-1597
Top 30 Creditor	LAFAYETTE STEEL ERECTOR INC	ATTN: APRIL THOMPSON	313 WESTGATE ROAD		LAFAYETTE	LA	70506
Louisiana	Louisiana Attorney General	Attn Bankruptcy Department	1885 North Third Street		Baton Rouge	LA	70802

**Exhibit R**  
MSL/2002 Service List  
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
Top 30 Creditor	MAVERICK ENERGY SOLUTIONS LLC	ATTN: RON CHIASSON	247 BRIGHTON LOOP		HOUMA	LA	70360
Mississippi	Mississippi Attorney General	Attn Bankruptcy Department	Walter Sillers Building	550 High St Ste 1200	Jackson	MS	39201
Montana	Montana Attorney General	Attn Bankruptcy Department	Justice Bldg	215 N. Sanders 3rd Fl	Helena	MT	59620-1401
Top 30 Creditor	NATIONAL OILWELL VARCO TUBOSCOPE	ATTN: JACK DYER	7909 PARKWOOD CIRCLE DR.		HOUSTON	TX	77036
Nebraska	Nebraska Attorney General	Attn Bankruptcy Department	2115 State Capitol	P.O. Box 98920	Lincoln	NE	68509
Nevada	Nevada Attorney General	Attn Bankruptcy Department	Old Supreme Ct. Bldg.	100 N. Carson St	Carson City	NV	89701
New Mexico	New Mexico Attorney General	Attn Bankruptcy Department	408 Galisteo St	Villagra Building	Santa Fe	NM	87501
New York	New York Attorney General	Attn Bankruptcy Department	Office of the Attorney General	The Capitol, 2nd Fl.	Albany	NY	12224-0341
Top 30 Creditor	NORTH AMERICAN METALS INC	ATTN: ROD MCMAHON	20001 OIL CENTER BLVD		HOUSTON	TX	77073
North Dakota	North Dakota Attorney General	Attn Bankruptcy Department	600 E. Boulevard Ave.	Dept 125	Bismarck	ND	58505-0040
Ohio	Ohio Attorney General	Attn Bankruptcy Department	30 E. Broad St. 14th Fl		Columbus	OH	43215-0410
Oklahoma	Oklahoma Attorney General	Attn Bankruptcy Department	313 NE 21st St		Oklahoma City	OK	73105
Top 30 Creditor	PASON SYSTEMS USA CORPORATION	ATTN: RUSSEL SMITH	7701 WEST LITTLE YORK, SUITE 800		HOUSTON	TX	77040
Pennsylvania	Pennsylvania Attorney General	Attn Bankruptcy Department	16th Floor, Strawberry Square		Harrisburg	PA	17120
Counsel to the Ad Hoc Noteholder Group	Potter Hedges LLP	John F. Higgins, Eric M. English and Megan N. Young-John	1000 Main Street, 36th Floor		Houston	TX	77002-2764
Top 30 Creditor	PRACTICAL ENGINEERING SOLUTIONS LLC		124 HEYMANN BLVD, SUITE 201		LAFAYETTE	LA	70503
SEC Regional Office	Securities & Exchange Commission	Fort Worth Regional Office	801 Cherry Street, Suite 1900, Unit 18		Fort Worth	TX	76102
SEC Headquarters	Securities & Exchange Commission	Secretary of the Treasury	100 F St NE		Washington	DC	20549
Counsel to the DIP Agent	Simpson Thacher & Bartlett LLP	Attn Elisha Graff and Daniel Biller	425 Lexington Ave		New York	NY	10017
Counsel to the agent for the Debtors' prepetition secured asset-based revolving credit facility	Simpson Thatcher & Bartlett LLP	Robert Rene Rabalais , Brandan L. Still and Dylan W. Benac	600 Travis Street, Suite 5400		Houston	TX	77002
South Dakota	South Dakota Attorney General	Attn Bankruptcy Department	1302 East Highway 14	Suite 1	Pierre	SD	57501-8501
Top 30 Creditor	STRATEGY OILFIELD SERVICES INC	ATTN: ACCOUNTING	204 NORTH WALNUT STREET		MEUNSTER	TX	76252
Texas	Texas Attorney General	Attn Bankruptcy Department	300 W. 15th St		Austin	TX	78701
Top 30 Creditor	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.	ATTN: LISA MCCANTS	10161 CENTURION PARKWAY		JACKSONVILLE	FL	32256
Top 30 Creditor	TIMBERCREEK REAL ESTATE PARTNERS LLC	ATTN: CHRISTOPHER C. ORTOWSKI	175 COUNTY ROAD 131		GAINESVILLE	TX	76240
Top 30 Creditor	TRENDSETTER ENGINEERING INC	ATTN: RON DOWNING	10430 RODGERS ROAD		HOUSTON	TX	77070
Top 30 Creditor	TRINITY RENTAL SERVICES LLC	ATTN: JOHN PRUDHOMME	1419 HUGH WALLIS ROAD SOUTH		LAFAYETTE	LA	70508

**Exhibit R**  
MSL/2002 Service List  
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
United States Attorney Office for the Southern District of Texas	US Attorney Office Southern District of Texas	Richard A. Kincheloe	1000 Louisiana	Suite 2300	Houston	TX	77002
Office of the U.S. Trustee for the Southern District of Texas	US Trustee for the Southern District of Texas (Houston Division)	Stephen Statham and Hector Duran	515 Rusk Street	Suite 3516	Houston	TX	77002
Utah	Utah Attorney General	Attn Bankruptcy Department	Utah State Capitol Complex	350 North State Street, Suite 230	Salt Lake City	UT	84114-2320
Washington	Washington Attorney General	Attn Bankruptcy Department	1125 Washington St SE	PO Box 40100	Olympia	WA	98504-0100
Top 30 Creditor	WELLS FARGO BANK NA	ATTN: GENERAL COUNSEL	420 MONTGOMERY STREET		SAN FRANCISCO	CA	94104
West Virginia	West Virginia Attorney General	Attn Bankruptcy Department	State Capitol Bldg 1 Rm E-26	1900 Kanawha Blvd., East	Charleston	WV	25305
Top 30 Creditor	WIDE RANGE LOGISTICS LLC	ATTN: DAVID BREAUX	304 HACKER ST.		NEW IBERIA	LA	70562
Wyoming	Wyoming Attorney General	Attn Bankruptcy Department	2320 Capitol Avenue	Kendrick Building	Cheyenne	WY	82002



## EXHIBIT S

## Exhibit S

Rejected Lease Parties  
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
4-K Partnership, L.L.C		P.O. Box 14238		New Iberia	LA	70562-4238
IRET Properties	Attention: General Counsel	1400 31st Ave SW suite 60	PO Box 1988	Minot	ND	58701
TimberCreek Real Estate Partners, L.L.C.		175 CR 131		Gainesville	TX	76240
Agua Dulce, LLC		504 Rio Cordillera		Boerne	TX	78006
High Hook Enterprises, LLC	c/o Larry Allison, Jr.	2817 Lycoming Creek Road		Williamsport	PA	17701
Raptor Investments, LLC		P.O. Box 903		Rangely	CO	81648
Raptor Investments, LLC	Attn: Samuel Tolley	3500 County Road 102		Rangely	CO	81648
TDC Clay, L.P.	c/o Transwestern	Attn: Property Manager	1900 West Loop South, Suite 1300	Houston	TX	77027