



ENTERED
12/08/2020

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.*,¹ : Case No. 20-35812 (DRJ)
: :
Debtors. : (Jointly Administered)
: :
-----X

**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**
[Relates to Motion at Docket No. 13]

Upon the emergency motion (the "Motion")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"), authorizing the Debtors to (i) continue to (a) administer the Insurance Policies and pay the Prepetition Insurance Obligations and (b) pay the Prepetition Bonding Obligations, to the extent the Debtors determine in their discretion that such payments are necessary or appropriate; (ii) in the ordinary course of business, pay all postpetition premiums, administrative fees, deductibles, and other obligations (including the Brokers' Fees) relating to (a) the Postpetition Insurance Obligations, or (b) the Postpetition Bonding Obligations, as such payments become due; (iii) revise, extend, supplement,

¹ 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.

² Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Motion.



change, terminate, and/or replace the Debtors' insurance coverage or the Bonding Program as needed in the ordinary course of business; and (iv) maintain or renew current, or enter into new, postpetition financing arrangements with respect to insurance premiums, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given under the circumstances and that no other or further notice is necessary; and all objections, if any, to entry of this Order having been withdrawn, resolved, or overruled; and upon the record herein; and after due deliberation thereon; and the Court having determined that there is good and sufficient cause for the relief granted in the Order, it is hereby

ORDERED THAT:

1. The Debtors are authorized, but not directed, to continue their Insurance Policies and the Bonding Program identified, respectively, on Exhibit A and Exhibit B to the Motion, and any related agreements.

2. The Debtors are authorized, but not directed, to pay to the Insurance Carriers, the Brokers, and the Sureties any amounts owed on account of the Insurance Obligations and the Bonding Obligations, whether incurred prepetition or postpetition, in the ordinary course of business.

3. The Debtors are authorized, but not directed, to revise, extend, supplement, change, terminate, and/or replace existing insurance coverage and their Bonding Program as needed and

to enter into new insurance policies and surety bonds through either renewal or purchase of new insurance policies and surety bonds, in each case in the ordinary course of business on a postpetition basis; *provided* that the Debtors will notify (a) counsel to the Prepetition ABL Agent, (b) counsel to the Ad Hoc Noteholder Group, (c) the U.S. Trustee, and (d) any statutory committee appointed in these Chapter 11 Cases if the Debtors renew, amend, supplement, extend, terminate, replace, increase or decrease existing coverage, change carriers, enter into any new premium financing agreements, or purchase additional coverage, at least five (5) business days prior to taking any such action.

4. The Debtors shall maintain a schedule of any material payments made pursuant to this Order, including the following information: (a) the names of the payee; (b) the date and amount of the payment; (c) the category or type of payment and (d) the Debtor or Debtors that made the payment. The Debtors shall provide a copy of such schedule to (a) counsel to the Prepetition ABL Agent, (b) counsel to the Ad Hoc Noteholder Group, (c) the U.S. Trustee, and (d) any statutory committee appointed in these Chapter 11 Cases within four (4) business days following every month-end during the pendency of these Chapter 11 Cases. Each such payment schedule shall cover payments made during the previous month, as well as payments made since entry of this Order.

5. The Debtors are authorized to pay any prepetition or postpetition fees of the Brokers in connection with the Insurance Policies and the Bonding Program in the ordinary course of business.

6. The Debtors shall within five (5) days of the date of such action notify counsel to the Ad Hoc Noteholder Group if the Debtors (a) make any material payment referred to in paragraphs 2 and 4 of this Order or (b) obtain additional letters of credit. Such notification must

include the following information: (a) the names of the payee; (b) the date and amount of the payment; (c) the category or type of payment, as further described and classified in the Motion; and (d) the Debtor or Debtors that made the payment.

7. Notwithstanding the relief granted herein or any actions taken hereunder, nothing contained in this Order shall create any rights in favor of, or enhance the status of any claim held by, any person to whom any obligations under the Insurance Policies or the Bonding Program are owed.

8. The Debtors' banks and financial institutions shall be, and hereby are, authorized, when requested by the Debtors in their sole discretion, to process, honor, pay, and, if necessary, reissue any and all checks, including prepetition checks that the Debtors reissue postpetition, and electronic fund transfers drawn on the Debtors' bank accounts relating to those Insurance Obligations and the Bonding Obligations whose payment is approved by this Order, whether such checks were presented or funds transfer requests were submitted prior to or subsequent to the Petition Date, provided that sufficient funds are available in the applicable accounts to make the payments.

9. Notwithstanding anything to the contrary contained herein, (a) any payment made or authorization contained hereunder shall be subject to the requirements imposed on the Debtors under any orders approving a postpetition financing facility or any order regarding the use of cash collateral approved by this Court in these Chapter 11 Cases (collectively, the "**DIP Order**"), and (b) to the extent there is any inconsistency between the terms of the DIP Order and any action taken or proposed to be taken hereunder, the terms of the DIP Order shall control. For the avoidance of doubt, the Debtors are not authorized to make any payments pursuant to this Order except as permitted by the Budget (as defined in the DIP Order).

10. The Debtors' banks and financial institutions may rely on the representations of the Debtors with respect to whether any check or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Order, and any such bank or financial institution shall not have any liability to any party for relying on such representations by the Debtors as provided for in this Order.

11. The Debtors are hereby authorized, but not directed, to issue postpetition checks or to effect postpetition fund transfer requests in replacement of any checks or fund transfer requests with respect to the Prepetition Insurance Obligations and the Prepetition Bonding Obligations dishonored or denied as a consequence of the commencement of the Chapter 11 Cases, and to reimburse any expenses that holders of claims in connection with the Prepetition Insurance Obligations and the Prepetition Bonding Obligations may incur as a result of any bank's failure to honor a prepetition check.

12. The Debtors are not authorized by this Order to take any action with respect to a Bonding Obligation that would have the effect of transforming a prepetition undersecured or unsecured Bonding Obligation to a postpetition or secured obligation. Such relief may be sought by separate motion.

13. Nothing in the Motion or this Order, or the Debtors' payment of any claims pursuant to this Order, shall be construed as: (a) an admission as to the validity of any claim against any Debtor or the existence of any lien against the Debtors' properties; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any claim or lien on any grounds; (c) a promise to pay any claim; (d) an implication or admission that any particular claim would constitute an allowed claim; (e) an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code; (f) a limitation on the Debtors' rights under

section 365 of the Bankruptcy Code to assume or reject any executory contract with any party subject to this Order; or (g) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law. Nothing contained in this Order shall be deemed to increase, decrease, reclassify, elevate to an administrative expense status, or otherwise affect any claim to the extent it is not paid.

14. The contents of the Motion satisfy the requirements of Bankruptcy Rules 6003(b) and 6004(a).

15. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Order shall be effective and enforceable immediately upon entry hereof.

16. The Debtors are hereby authorized to take such reasonable actions and to execute such documents as may be necessary to implement the relief granted by this Order.

17. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Signed: December 08, 2020.



DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

United States Bankruptcy Court
Southern District of Texas

In re:
Superior Energy Services, Inc.
Debtor(s)

Case No. 20-35812-drj
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0541-4
Date Rcvd: Dec 08, 2020

User: emiller
Form ID: pdf002

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Total Noticed: 2

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Dec 10, 2020:

Recip ID	Recipient Name and Address
db	+ Superior Energy Services, Inc., 1001 Louisiana Street, Suite 2900, Houston, TX 77002-5089
op	+ Kurtzman Carson Consultants LLC, 222 N Pacific Coast Highway, 3rd Floor, El Segundo, CA 90245-5614

TOTAL: 2

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID	Bypass Reason	Name and Address
cr		ARCP ID Mesa Portfolio, LLC
cr		ARI Fleet LT
intp		Ad Hoc Noteholder Group
cr		Automotive Rentals, Inc.
intp		Chevron U.S.A. Inc.
cr		JPMORGAN CHASE BANK, N.A.
cr		RLI Insurance Company

TOTAL: 7 Undeliverable, 0 Duplicate, 0 Out of date forwarding address

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Dec 10, 2020

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on December 8, 2020 at the address(es) listed below:

Name	Email Address
Alana L Porrazzo	on behalf of Creditor RLI Insurance Company alp@jhc.law
Ashley L. Harper	

District/off: 0541-4
Date Rcvd: Dec 08, 2020

User: emiller
Form ID: pdf002

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Total Noticed: 2

	on behalf of Debtor Superior Energy Services Inc. ashleyharper@HuntonAK.com
Chad L. Schexnayder	on behalf of Creditor RLI Insurance Company CLS@JHC.law SH@JHC.law;DOCKET@JHC.LAW
Cristina Walton Liebolt	on behalf of Creditor JPMORGAN CHASE BANK N.A. Cristina.liebolt@stblaw.com
Daniel Latham Biller	on behalf of Creditor JPMORGAN CHASE BANK N.A. Daniel.biller@stblaw.com
Edward L Ripley	on behalf of Interested Party Chevron U.S.A. Inc. eripley@andrewsmyers.com
Elisha Graff	on behalf of Creditor JPMORGAN CHASE BANK N.A. egraft@stblaw.com
Evan Gershbein	on behalf of Other Prof. Kurtzman Carson Consultants LLC ECFpleadings@kccllc.com ecfpleadings@kccllc.com
Hector Duran, Jr	on behalf of U.S. Trustee US Trustee Hector.Duran.Jr@usdoj.gov
John F Higgins, IV	on behalf of Interested Party Ad Hoc Noteholder Group jhiggins@porterhedges.com emoreland@porterhedges.com;eliana-garfias-8561@ecf.pacerpro.com;mwebb@porterhedges.com
Lisa M. Peters	on behalf of Creditor ARCP ID Mesa Portfolio LLC lisa.peters@kutakrock.com, Marybeth.brukner@kutakrock.com
Mark J. Chaney, III	on behalf of Creditor Automotive Rentals Inc. mchaney@mcglinchey.com, lgraff@mcglinchey.com
Mark J. Chaney, III	on behalf of Creditor ARI Fleet LT mchaney@mcglinchey.com lgraff@mcglinchey.com
Philip M. Guffy	on behalf of Debtor Superior Energy Services Inc. pguffy@huntonak.com
Richard A Aguilar	on behalf of Creditor Automotive Rentals Inc. raguilar@mcglinchey.com, jfalati@mcglinchey.com
Richard A Aguilar	on behalf of Creditor ARI Fleet LT raguilar@mcglinchey.com jfalati@mcglinchey.com
Stephen Douglas Statham	on behalf of U.S. Trustee US Trustee stephen.statham@usdoj.gov
Timothy Alvin Davidson, II	on behalf of Debtor International Snubbing Services L.L.C. TadDavidson@HuntonAK.com
Timothy Alvin Davidson, II	on behalf of Debtor Wild Well Control Inc. TadDavidson@HuntonAK.com
Timothy Alvin Davidson, II	on behalf of Debtor Complete Energy Services Inc. TadDavidson@HuntonAK.com
Timothy Alvin Davidson, II	on behalf of Debtor Superior Energy Services L.L.C. TadDavidson@HuntonAK.com
Timothy Alvin Davidson, II	on behalf of Debtor Connection Technology L.L.C. TadDavidson@HuntonAK.com
Timothy Alvin Davidson, II	on behalf of Debtor Superior Inspection Services L.L.C. TadDavidson@HuntonAK.com
Timothy Alvin Davidson, II	on behalf of Debtor CSI Technologies LLC TadDavidson@HuntonAK.com
Timothy Alvin Davidson, II	on behalf of Debtor Pumpco Energy Services Inc. TadDavidson@HuntonAK.com
Timothy Alvin Davidson, II	on behalf of Debtor Superior Energy Services-North America Services Inc. TadDavidson@HuntonAK.com
Timothy Alvin Davidson, II	on behalf of Debtor Stabil Drill Specialties L.L.C. TadDavidson@HuntonAK.com
Timothy Alvin Davidson, II	on behalf of Debtor SESI LLC TadDavidson@HuntonAK.com
Timothy Alvin Davidson, II	on behalf of Debtor SPN Well Services Inc. TadDavidson@HuntonAK.com

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Timothy Alvin Davidson, II
on behalf of Debtor Workstrings International L.L.C. TadDavidson@HuntonAK.com

Timothy Alvin Davidson, II
on behalf of Debtor 1105 Peters Road LLC. TadDavidson@HuntonAK.com

Timothy Alvin Davidson, II
on behalf of Debtor Superior Energy Services Inc. TadDavidson@HuntonAK.com

Timothy Alvin Davidson, II
on behalf of Debtor H.B. Rentals L.C. TadDavidson@HuntonAK.com

Timothy Alvin Davidson, II
on behalf of Debtor Warrior Energy Services Corporation TadDavidson@HuntonAK.com

US Trustee
USTPRegion07.HU.ECF@USDOJ.GOV

TOTAL: 35