

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

IN RE:	§	Chapter 11
	§	
Superior Energy Services, Inc. ¹ , et al,	§	Case No. 20-35812 (DRJ)
	§	
	§	(Jointly Administered)
	§	
Debtors.	§	

HESS CORPORATION'S AMENDED WITNESS AND EXHIBIT LIST

Hess Corporation ("**Hess**") files this *Amended Witness and Exhibit List* (the "**Amended Witness and Exhibit List**") for the hearing (the "**Hearing**") that is currently scheduled for **Tuesday, January 19, 2021, at 12:00 pm** in United States Bankruptcy Court, 515 Rusk St., Bankruptcy Courtroom 400, Houston, TX 77002, before the Honorable David R. Jones, United States Bankruptcy Judge. Accordingly, Hess respectfully designates the following witnesses and exhibits for the Hearing:

**I.
WITNESSES**

1. Hess reserves the right to call any or all of the following as witnesses:
 - a. Any witness called or listed by any party; and
 - b. Any rebuttal witness.

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <http://www.kccllc.net/superior>. The Debtors' address is 1001 Louisiana Street, Suite 2900, Houston, Texas 77002.



II.
EXHIBITS

Exhibit	Description	OFFER	OBJ	ADMIT DATE	NOT /AD DATE
1.	Hess Corporation Proof of Claim, Claim No. 448				
2.	KCC e-Ballot Summary for Hess Corporation				
3.	Superior Energy – Class 6 Ballot for Hess Corporation				
4.	Any exhibit identified or admitted by any other party.				
5.	Any rebuttal or impeachment exhibits.				
6.	Any document or pleading in the above-captioned cases.				

Hess reserves the right to amend or supplement this Witness and Exhibit List at any time prior to the Hearing.

[Remainder of Page Left Intentionally Blank.]

Respectfully submitted,

REED SMITH LLP

/s/ Omar J. Alaniz

Omar J. Alaniz

Texas Bar No. 24040402

2850 N. Harwood Street, Suite 1500

Dallas, TX 75201

469.680.4200 – Telephone

469.680.4299 – Facsimile

oalaniz@reedsmith.com

ATTORNEYS FOR HESS CORPORATION

CERTIFICATE OF SERVICE

I hereby certify that on January 18, 2021, a true and correct copy of the foregoing Objection was served via the Court's Electronic Notification System on all parties entitled to such notice.

/s/ Omar J. Alaniz

Omar J. Alaniz

EXHIBIT 1

Fill in this information to identify the case:

Debtor Superior Energy Services, Inc.

United States Bankruptcy Court for the: Southern District of Texas
 (State)

Case number 20-35812

Official Form 410 Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

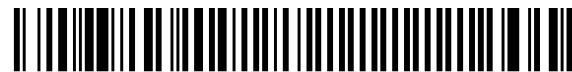
Part 1: Identify the Claim

1. Who is the current creditor?	<u>Hess Corporation</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor <u>Amerada Hess Corporation</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? See summary page	Where should payments to the creditor be sent? (if different)
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)		
Contact phone <u>7134966543</u> Contact phone _____ Contact email <u>rcarlton@hess.com</u> Contact email _____		
(see summary page for notice party information) Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6.	Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____
7.	How much is the claim? \$ <u>140807921</u>	Does this amount include interest or other charges? <input type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8.	What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>See attached addendum</u>	
9.	Is all or part of the claim secured? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature or property: <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable	
10.	Is this claim based on a lease? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____	
11.	Is this claim subject to a right of setoff? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____	



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No☐ Yes. Check all that apply:☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

☒ No☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.☐ I am the creditor's attorney or authorized agent.☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 01/07/2021

MM / DD / YYYY

/s/Robert Carlton

Signature

Print the name of the person who is completing and signing this claim:

Name Robert Carlton

First name

Middle name

Last name

Title Senior Legal Counsel, LitigationCompany Hess Corporation

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 2850 N. Harwood Street, Suite 1750, Dallas, Texas, 75201, United States

Contact phone _____

Email oalaniz@reedsmith.com

For phone assistance: Domestic (888) 802-7207 | International (781) 575-2107

Debtor: 20-35812 - Superior Energy Services, Inc. District: Southern District of Texas, Houston Division		
Creditor: Hess Corporation ATTN: Robert Carlton, Senior Legal Counsel, Litigation 1501 McKinney Street Houston, Texas, 77010 United States Phone: 7134966543 Phone 2: Fax: Email: rcarlton@hess.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Disbursement/Notice Parties: Reed Smith LLP Attn: Omar J. Alaniz 2850 N. Harwood Street Suite 1500 Dallas, Texas, 75201 United States Phone: 4696804292 Phone 2: Fax: E-mail: oalaniz@reedsmith.com		
Other Names Used with Debtor: Amerada Hess Corporation	Amends Claim: No Acquired Claim: No	
Basis of Claim: See attached addendum	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 140807921	Includes Interest or Charges: None	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Robert Carlton on 07-Jan-2021 5:29:58 p.m. Eastern Time Title: Senior Legal Counsel, Litigation Company: Hess Corporation		

Optional Signature Address:

Robert Carlton
2850 N. Harwood Street
Suite 1750

Dallas, Texas, 75201
United States

Telephone Number:

Email:

oalaniz@reedsmith.com

United States Bankruptcy Court for the Southern District of Texas

Indicate Debtor against which you assert a claim by checking the appropriate box below. **(Check only one Debtor per claim form.)**

- | | |
|--|--|
| <input type="checkbox"/> 1105 Peters Road, L.L.C. (Case No. 20-35819) | <input type="checkbox"/> Stabil Drill Specialties, L.L.C. (Case No. 20-35823) |
| <input type="checkbox"/> Complete Energy Services, Inc. (Case No. 20-35815) | <input checked="" type="checkbox"/> Superior Energy Services, Inc. (Case No. 20-35812) |
| <input type="checkbox"/> Connection Technology, L.L.C. (Case No. 20-35820) | <input type="checkbox"/> Superior Energy Services, L.L.C. (Case No. 20-35824) |
| <input type="checkbox"/> CSI Technologies, LLC (Case No. 20-35811) | <input type="checkbox"/> Superior Energy Services-North America Services, Inc. (Case No. 20-35814) |
| <input type="checkbox"/> H.B. Rentals, L.C. (Case No. 20-35821) | <input type="checkbox"/> Superior Inspection Services, L.L.C. (Case No. 20-35825) |
| <input type="checkbox"/> International Snubbing Services, L.L.C. (Case No. 20-35822) | <input type="checkbox"/> Warrior Energy Services Corporation (Case No. 20-35816) |
| <input type="checkbox"/> Pumpco Energy Services, Inc. (Case No. 20-35818) | <input type="checkbox"/> Wild Well Control, Inc. (Case No. 20-35826) |
| <input type="checkbox"/> SESI, L.L.C. (Case No. 20-35813) | <input type="checkbox"/> Workstrings International, L.L.C. (Case No. 20-35827) |
| <input type="checkbox"/> SPN Well Services, Inc. (Case No. 20-35817) | |

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed.

Part 1: Identify the Claim

1. Who is the current creditor?	Hess Corporation Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor <u>Amerada Hess Corporation</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Reed Smith LLP ATTN: Omar J. Alaniz</u> Name <u>2850 N. Harwood Street, Suite 1500</u> Number Street <u>Dallas, TX 75201</u> City State ZIP Code <u>United States</u> Country Contact phone <u>469.680.4292</u> Contact email <u>oalaniz@reedsmith.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) <u>Hess Corporation ATTN: Robert Carlton</u> Name <u>1501 McKinney Street</u> Number Street <u>Houston, TX 77010</u> City State ZIP Code <u>United States</u> Country Contact phone <u>713.496.6543</u> Contact email <u>rcarlton@hess.com</u>
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on <u>MM / DD / YYYY</u>	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ _

7. How much is the claim? \$140,807,921
 \$ _____. Does this amount include interest or other charges?
☐ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
 Limit disclosing information that is entitled to privacy, such as health care information.
 See attached addendum

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate: If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
Basis for perfection: _____
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

Amount entitled to priority

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____

☐ Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____

☐ Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. \$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 1/7/2021

DocuSigned by: MM / DD / YYYY

Robert Carlton

1931DE611AD54BE...
Signature

Print the name of the person who is completing and signing this claim:

Name Robert Carlton
First name Middle name Last name
Title Senior Legal Counsel, Litigation
Company Hess Corporation
Identify the corporate servicer as the company if the authorized agent is a servicer.
Address 1501 McKinney Street
Number Street
Houston, TX 77010
City State ZIP Code Country
Contact phone 713.496.6543 Email rcarlton@hess.com

Official Form 410

Instructions for Proof of Claim

United States Bankruptcy Court

04/19

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157 and 3571

How to fill out this form

- **Fill in all of the information about the claim as of the date the case was filed.**

- **Fill in the caption at the top of the form**

- **If the claim has been acquired from someone else, then state the identity of the last party who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.**

- **Attach any supporting documents to this form.**
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)

Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called "Bankruptcy Rule") 3001(c) and (d).

- **Do not attach original documents because attachments may be destroyed after scanning.**

- **If the claim is based on delivery health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.**

PLEASE SEND COMPLETED PROOF(S) OF CLAIM TO:

Superior Claims Processing Center
c/o KCC
222 N. Pacific Coast Hwy., Ste. 300
El Segundo, CA 90245

Alternatively, your claim can be filed electronically on KCC's website at <https://epoc.kccllc.net/Superior>.

- **A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth.** See Bankruptcy Rule 9037.

- **For a minor child, fill in only the child's initials and the full name and address of the child's parent or guardian.**
For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, either enclose a stamped self-addressed envelope and a copy of this form or you may view a list of filed claims in this case by visiting the Claims and Noticing and Agent's website at <http://www.kccllc.net/Superior>.

Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing that bankruptcy estate.
11 U.S.C. § 503

Claim: A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (5). A claim may be secured or unsecured.

Claim Pursuant to 11 U.S.C. §503(b)(9): A claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business. Attach documentation supporting such claim.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. §101 (10).

Debtor: A person, corporation, or other entity to who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. §101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. §507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

Do not file these instructions with your form.

Secured claim under 11 U.S.C. §506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of 1325(a).

Examples of liens on property include a mortgage on real estate a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Uniform claim identifier: An optional 24-character identifier that some creditors use to facilitate electronic payment.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

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

**ADDENDUM TO PROOF OF CLAIM OF
HESS CORPORATION**

1. Hess Corporation (formerly known as Amerada Hess Corporation) (“Hess”) hereby files this addendum (“Addendum”) to its proof of claim (the “Claim”). This Addendum and the documents referenced herein are an integral part of Hess’s Claim and are incorporated by reference into the Claim for all purposes.

2. By the filing of this Claim, Hess asserts any and all claims against the Debtors under the Guarantee (defined below), including, but not limited to all liquidated, unliquidated, and contingent pre-petition claims for fees, costs, liabilities and expenses related to disposal, salvaging, plugging and abandoning, decommissioning, and/or other remediation work that has or may arise out of or relate to the Assigned Interests (defined below) or other similar interests (the “P&A Costs”), including, but not limited to, the estimated \$140,807,921 of P&A Costs associated with

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.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, TX 77002.

the Assigned Interests, as well as P&A Costs associated with leases and/or blocks other than the Assigned Interests with respect to which P&A Costs may have accrued.²

BACKGROUND

A. The Chapter 11 Cases

3. On December 7, 2020 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “Court”). The Debtors’ cases have been consolidated for procedural purposes only and are being jointly administered under lead case number 20-35812.

B. The Assigned Interests and the Guarantee

4. Prior to November 1, 2004, Hess was an operating rights holder, record title interest holder and/or lessee with respect to federal lease OCS-G 1449 – West Delta Blocks 57 (SW/4 SW/4); 79 (N/2); and 80 (NW/4 NW/4), Offshore Louisiana (the “Lease”).³

5. Pursuant to the that certain Assignment of Record Title Interest, Bill of Sale and Conveyance dated effective November 1, 2004 by and between Amerada Hess Corporation and SPN Resources, LLC (“SPN”) (the “Assignment”), Hess conveyed to SPN all of Hess’s right, title and interest in and to the Lease. Hess also conveyed to SPN all of its right, title and interest in and to the wells, equipment and other property, and contracts and agreements relating to the Lease

² The \$140,807,921 pre-petition amount is based upon BOEM/BSEE (in each case, as defined below) estimates of the P&A Costs associated with the Assigned Interests, as well as the P&A Costs associated with leases and/or blocks other than the Assigned Interests with respect to which P&A Costs may have accrued. However, such figure represents only an estimate of the P&A Costs based upon information made publicly available on the BOEM/BSEE Data Center, and Hess reserves the right to amend, modify and/or supplement this Claim for additional any P&A Costs, including, but not limited to, any P&A Costs associated with any interests with respect to which P&A Costs may have accrued, including, but not limited to, the Assigned Interests. Hess does not concede that estimates provided by BOEM/BSEE are accurate.

³ Inclusion or non-inclusion in the above list shall not limit Hess’s right to assert a claim related to P&A Costs associated with leases and/or blocks that are not enumerated herein, including but not limited to any claim related to P&A Costs associated with West Delta Block 86, nor shall it prejudice Hess’s right to supplement the Claim and/or attachment to assert or clarify any claims. Upon information and belief, Hess has claims related to West Delta Block 86 that are similar to the claims it has related to West Delta Blocks 57, 79, and 80.

(together with the Lease, the “Assigned Interests”). Under the terms of the Assignment, SPN, among other things, agreed to properly plug, replug, and abandon all wells drilled on the Lease. SPN further agreed to broadly indemnify and hold Hess harmless from and against all losses, costs, claims, and expenses arising out of or in any way connected to, among other things, SPN’s failure to plug, replug, or abandon any wells on the Lease. SPN also agreed to indemnify and hold Hess harmless from any and all surface restoration, well abandonment or other similar obligations related to the wells on the Lease. By its own terms, the Assignment binds and inures to the benefit of the heirs, successors, and assigns of Hess and SPN.

6. Pursuant to that certain Guarantee dated December 15, 2004 by Superior Energy Services, Inc. (“Superior”) (the “Guarantee”), Superior irrevocably and unconditionally guaranteed the payment and/or satisfaction, upon demand by Hess, of all of the obligations, duties, liabilities, covenants and indemnities of SPN arising under that certain Agreement for Purchase and Sale dated effective November 1, 2004 by and between Hess and SPN (the “PSA”), as well as the Assignment executed in connection therewith.

7. By approval letter dated February 18, 2005, the Mineral Management Service⁴ of the United States Department of the Interior approved the Assignment to SPN.

8. In the years following the execution and approval of the Assignment, Superior, SPN’s then-parent entity, sold ownership interests in SPN to Dynamic Offshore Resources, LLC (“Dynamic”). Subsequently, through a number of transactions over the years, Fieldwood Energy LLC and certain of its affiliates (“Fieldwood”) became Dynamic’s ultimate successor in ownership of the interests acquired from Superior.

⁴ The Minerals Management Services has since been split into three (3) federal agencies: (i) the Bureau of Ocean Energy Management (“BOEM”); (ii) the Bureau of Safety and Environmental Enforcement (“BSEE”); and (iii) the Office of Natural Resources Revenue.

9. Consequently, Fieldwood and its direct and indirect subsidiaries are now party to a number of the leases, including the Lease, 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.

10. Superior serves as guarantor of the obligations of SPN to certain predecessors in title to oil and gas interests, including the Assigned Interests, under certain guarantees, including the Guarantee.

11. 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).

12. On January 1, 2021, Fieldwood filed its *Disclosure Statement for Joint Chapter 11 Plan of Fieldwood Energy LLC and its Affiliated Debtors*, which addresses, among other things, predecessor liability for P&A Costs.

13. In the event that Hess is required to pay any P&A Costs or is otherwise held liable for Debtors' obligations relating to acts or omissions of Debtors associated with the Assigned Interests or other similar interests with respect to which P&A Costs may have accrued, Hess may have claims against Superior under the Guarantee.

14. Hess reserves the right to assert that its claims against the Debtors are secured by a common-law lien, equitable lien, or similar lien.

15. Hess further reserves the all rights of setoff, recoupment, and netting associated these amounts under applicable law.

RESERVATION OF RIGHTS

16. Hess reserves, to the fullest extent allowed by law, the right to amend, update, modify, and/or supplement the Claim in all respects, including, without limitation, to assert

additional amounts and claims of any kind or nature that Hess has or may have against any of the Debtors, including, without limitation, claims for: (i) attorneys' fees incurred both before and after the Petition Date; (ii) premiums, costs, expenses, fees, and other charges incurred both before and after the Petition Date; (iii) interest and penalties accrued both before and after the Petition Date; (iv) damages arising from the rejection of any executory contract or unexpired lease; and (v) all other claims or rights to payment, at law or in equity, in whole or in part.

17. For the avoidance of doubt, and without limitation to the foregoing, the filing of this Claim shall not be deemed or construed as: (i) consent by Hess to the jurisdiction of the Bankruptcy Court or any other court with respect to proceedings, if any, commenced in any case involving Hess; (ii) consent by Hess to trial by jury, or a waiver or release of Hess's right to trial by jury, in any court or proceeding as to any and all matters triable herein or in any case, controversy, or proceeding related hereto, under any applicable authority; (iii) a waiver or release of any right to have any and all final orders in any and all (statutorily or constitutionally) non-core matters or proceedings entered only after de novo review by a U.S. District Court Judge; (iv) a waiver of the right to remove and/or withdraw the reference with respect to the subject matter of this Claim, any objection thereto, or other proceeding that may be commenced in or related to these chapter 11 cases, against or related to Hess; or (v) a waiver of any substantial contribution claims and any rights to compensation for fees and expenses in connection thereto.

NOTICES

18. All notices and other pleadings relating to the Claim or Addendum should be sent to:

Robert Carlton
Hess Corporation
1501 McKinney Street
Houston, TX 77010
Email: rcarlton@hess.com

With a copy (which shall not constitute notice) to:

Omar J. Alaniz
Reed Smith LLP
2850 N. Harwood Street, Suite 1500
Dallas, Texas 75201
Email: OAlaniz@reedsmith.com

EXHIBIT 2

KCC eBallot Summary

For phone assistance: Domestic (866) 381-9100 | International 001-310-823-9000

Debtor: Superior Energy Services, Inc.
District: Southern District of Texas Houston Division

Voter Certification:

Hess Corporation
1501 McKinney Street
Houston, TX 77010

Title:

Senior Legal Counsel, Litigation

Name Of Signatory (If Other Than Voter):**Phone:**

713-496-6543

Email:

rcarlton@hess.com

Name (Signature):

Robert Carlton

Social Security Or Federal Tax I.D. No.:**Address or Contact Change:****Time Submitted:**

1/8/2021 8:22:59 AM Pacific Time

Plan:

Joint Prepackaged Plan of
Reorganization for Superior Energy
Services, Inc. and Its Affiliate Debtors
Under Chapter 11 of the Bankruptcy
Code

Class:

6 - Class 6 - General Unsecured
Claims Against Parent

Ballot Response(s):

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of Class 6 – General Unsecured Claims Against Parent in the following aggregate unpaid principal amount, without regard to any accrued but unpaid interest.

Voting Amount:

Response: \$140,807,921.00

Item 2. Vote on Plan.

The Holder of the Class 6 – General Unsecured Claim Against Parent set forth in Item 1 above votes to (please check one box below):

Response: Reject

Opt-Out Dropdown Menu:

Response: OPT-OUT ELECTION: The undersigned elects to opt-out of the Third Party Releases contained in Article X.B.2 of the Plan.



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

In re:

SUPERIOR ENERGY SERVICES, INC., *et al.*,¹

Debtors.

**BALLOT FOR
CLASS 6 – GENERAL UNSECURED CLAIMS AGAINST PARENT**

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS BALLOT CAREFULLY BEFORE COMPLETING THIS BALLOT.

IN ORDER FOR YOUR VOTE TO BE COUNTED, ALL 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”).

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.

You are receiving this Ballot because our records indicate that you are a Holder of a Class 6 – General Unsecured Claim Against Parent as of the close of business on December 3, 2020 (the “**Voting Record Date**”). 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, Combined Notice and certain other materials) in the Solicitation Package you are receiving with this Class 6 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; (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) or via email at 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 (for a fee) via PACER at: www.txs.uscourts.gov/bankruptcy.

This Ballot may not be used for any purpose other than (i) for casting votes to accept or reject the Plan and (ii) opting out of the Third Party Release. If you believe you have received this Class 6 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.

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 Claims. Your Claims have been placed in Class 6 – General Unsecured Claims Against Parent. 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 to the Voting and Claims Agent by the Voting Deadline.

Before completing this Class 6 Ballot, please read and follow the "Instructions for Completing this Class 6 Ballot" carefully to ensure that you complete, execute and return this Class 6 Ballot properly.

Item 1. Amount of Claim.

In tabulating votes for Class 6, the following hierarchy will be used to determine the amount of each Class 6 Claim for voting purposes. If more than one method applies to a Claim, the first listed method shall be used to determine the Claim amount:

the amount of the Allowed Claim set forth in an order from the Court, or agreed to by the Debtors and the claimant under authority from the Court, including any estimated amount of any Claim temporarily allowed for voting purposes; and

the Claim amount contained in timely-filed proof of claim; provided, however, that (i) if a proof of claim is filed for a Claim that is contingent or in a wholly-unliquidated or unknown amount, any Ballot cast on account of such Claim shall be treated as a Ballot for a Claim in the amount of \$1.00 solely for purposes of satisfying the dollar amount provisions of section 1126(c) of the Bankruptcy Code, and (ii) if a proof of claim is filed for a Claim in a partially liquidated and partially unliquidated amount, any Ballot cast on account of such Claim will be treated as a Ballot for a Claim in the liquidated amount only; and

the Claim amount listed in Parent's Schedules unless the Claim is scheduled as contingent, disputed, or unliquidated or has been paid; provided, however, that if the applicable Bar Date has not expired prior to the Voting Deadline, a Ballot cast on account of a Claim listed in Parent's Schedules as contingent, disputed, or unliquidated shall be treated as a Ballot for a Claim in the amount of \$1.00 solely for purposes of satisfying the dollar amount provisions of section 1126(c) of the Bankruptcy Code.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of Class 6 – General Unsecured Claims Against Parent in the following aggregate unpaid principal amount, without regard to any accrued but unpaid interest.

Voting Amount:

\$140,807,921.00

Item 2. Vote on Plan.

The Holder of the Class 6 – General Unsecured Claim Against Parent set forth in Item 1 above votes to (please check one box below):

Reject

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 **HERE**. YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY.

Select "OPT-OUT ELECTION" in the dropdown menu 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 submit your Ballot with "OPT-OUT ELECTION" selected (without having also voted

If you submit your Ballot with "OPT-OUT ELECTION" selected (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 SELECTING "OPT-OUT ELECTION" IN THE DROPDOWN MENU 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 SELECT "OPT-OUT ELECTION" IN THE DROPDOWN MENU 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 Dropdown Menu:

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. Certifications.

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

that either: (i) the undersigned is the Holder of the Class 6 – General Unsecured Claims Against Parent being voted; or (ii) the undersigned is an authorized signatory for an Entity that is a Holder of the Class 6 – General Unsecured Claims Against Parent 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;

that the undersigned (or in the case of an authorized signatory, the 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;

that the undersigned has cast the same vote with respect to all Class 6 – General Unsecured Claims Against Parent in a single Class; and

that no other Ballots with respect to the amount of the Class 6 – General Unsecured Claims Against Parent identified in Item 1 above have been cast or, if any other Ballots have been cast with respect to such Class 6 Claims, then any such earlier Ballots are hereby revoked.

YOUR RECEIPT OF THIS BALLOT DOES NOT SIGNIFY THAT YOUR CLAIM OR INTEREST HAS BEEN OR WILL BE ALLOWED.

Sign and date your Ballot. Your signature is required in order for your vote to be counted. You are also requested to provide your social security number or Tax I.D. number prior to receiving any distribution. If the Claim voted with this Ballot is held by a partnership, the Ballot should be executed in the name of the partnership by a general partner. If the Claim is held by a corporation, the Ballot must be executed by an authorized officer of such corporation.

If you believe that you have received the wrong Ballot, please immediately contact the Voting Agent, (888) 802-7207 (U.S./Canada) or (781) 575-2107 (International).

If you are completing this Ballot on behalf of another person or entity, indicate your relationship with that person or entity and the capacity in which you are signing.

Provide your name and mailing address if (i) different from the printed address that appears on the Ballot or (ii) no pre-printed address appears on the Ballot.

Name of Voter	Social Security Or Federal Tax I.D. No.:
Hess Corporation	
Name (Signature):	Email:
Robert Carlton	rcarlton@hess.com
Phone:	Name Of Signatory (If Other Than Voter):
713-496-6543	
Title:	
Senior Legal Counsel, Litigation	
Street Address	
1501 McKinney Street Houston, TX 77010	

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), Workstrings International, L.L.C. (0390). The Debtors' address is 1001 Louisiana Street, Suite 2900, Houston, Texas 77002.

EXHIBIT 3

203581221010722246000156



PRF #: 118071

Case No.: 20-35812

Svc.: 1

PackID: 22

NameID: 14920395

Hess Corporation
Attn Robert Carlton, Senior Legal Counsel, Litigation
1501 McKinney Street
Houston, TX 77010

*****IMPORTANT*****
Ballot Attached

Your Ballot can be filed electronically on KCC's website at <https://eballot.kccllc.net/Superior>.

Your unique login information is:

ID: 25590489
PIN: Hm2NSFQa

Attached hereto is a USB flash drive which contains Solicitation Materials for the 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., et al.,¹	:	Case No. 20-35812 (DRJ)
	:	
Debtors.	:	
	:	(Jointly Administered)
-----	X	

**BALLOT FOR
CLASS 6 – GENERAL UNSECURED CLAIMS AGAINST PARENT**

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS BALLOT
CAREFULLY BEFORE COMPLETING THIS BALLOT.

**IN ORDER FOR YOUR VOTE TO BE COUNTED, ALL 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”).**

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.

You are receiving this Ballot because our records indicate that you are a Holder of a Class 6 – General Unsecured Claim Against Parent as of the close of business on December 3, 2020 (the “**Voting Record Date**”). 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, Combined Notice and certain other materials) in the Solicitation Package you are receiving with this Class 6 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; (2) writing to Superior Energy Services

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.



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) or via email at 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 (for a fee) via PACER at: www.tx.uscourts.gov/bankruptcy.

This Ballot may not be used for any purpose other than (i) for casting votes to accept or reject the Plan and (ii) opting out of the Third Party Release. If you believe you have received this Class 6 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.

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 Claims. Your Claims have been placed in Class 6 – General Unsecured Claims Against Parent. 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 Class 6 Ballot, please read and follow the enclosed "Instructions for Completing this Class 6 Ballot" carefully to ensure that you complete, execute and return this Class 6 Ballot properly.

There are two ways by which you may submit your Ballot. You may return your Ballot to the Voting and Claims Agent via mail by following the instructions set forth below or you may submit your Ballot via the Voting and Claims Agent's online portal. To submit your Ballot via the Voting and Claims Agent's online portal, please visit www.kccllc.net/superior. Click on the "E-Ballot" section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot Form ID#: **25590489**

PIN#: **Hm2NSFQa**

The Voting and Claims Agent's online portal is the sole manner in which Ballots will be accepted via electronic or online transmission.

Item 1. Amount of Claim.

In tabulating votes for Class 6, the following hierarchy will be used to determine the amount of each Class 6 Claim for voting purposes. If more than one method applies to a Claim, the first listed method shall be used to determine the Claim amount:

- (1) the amount of the Allowed Claim set forth in an order from the Court, or agreed to by the Debtors and the claimant under authority from the Court, including any estimated amount of any Claim temporarily allowed for voting purposes; and
- (2) the Claim amount contained in timely-filed proof of claim; *provided, however*, that (i) if a proof of claim is filed for a Claim that is contingent or in a wholly-unliquidated or unknown amount, any Ballot cast on account of such Claim shall be treated as a Ballot for a Claim in the amount of \$1.00 solely for purposes of satisfying the dollar amount provisions of section 1126(c) of the Bankruptcy Code, and (ii) if a proof of



claim is filed for a Claim in a partially liquidated and partially unliquidated amount, any Ballot cast on account of such Claim will be treated as a Ballot for a Claim in the liquidated amount only; and

- (3) the Claim amount listed in Parent's Schedules unless the Claim is scheduled as contingent, disputed, or unliquidated or has been paid; *provided, however*, that if the applicable Bar Date has not expired prior to the Voting Deadline, a Ballot cast on account of a Claim listed in Parent's Schedules as contingent, disputed, or unliquidated shall be treated as a Ballot for a Claim in the amount of \$1.00 solely for purposes of satisfying the dollar amount provisions of section 1126(c) of the Bankruptcy Code

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of Class 6 – General Unsecured Claims Against Parent in the following aggregate unpaid principal amount, without regard to any accrued but unpaid interest.

\$140,807,921.00

Item 2. Vote on Plan.

The Holder of the Class 6 – General Unsecured Claim Against Parent set forth in Item 1 above votes to (please check one box below):

<input type="checkbox"/> <u>ACCEPT</u> (vote FOR) the Plan	<input type="checkbox"/> <u>REJECT</u> (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 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. Certifications.

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

- a. that either: (i) the undersigned is the Holder of the Class 6 – General Unsecured Claims Against Parent being voted; or (ii) the undersigned is an authorized signatory for an Entity that is a Holder of the Class 6 – General Unsecured Claims Against Parent 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 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 Class 6 – General Unsecured Claims Against Parent in a single Class; and
- d. that no other Ballots with respect to the amount of the Class 6 – General Unsecured Claims Against Parent identified in Item 1 above have been cast or, if any other Ballots have been cast with respect to such Class 6 Claims, then any such earlier Ballots are hereby revoked.

YOUR RECEIPT OF THIS BALLOT DOES NOT SIGNIFY THAT YOUR CLAIM OR INTEREST HAS BEEN OR WILL BE ALLOWED.

Name of Holder: Hess Corporation

(Print or Type)

Social Security or Federal Tax Identification Number: _____

Signature: _____

Name of Signatory: _____

(If other than Holder)

Address: Attn Robert Carlton, Senior Legal Counsel, Litigation
1501 McKinney Street
Houston, TX 77010

Date Completed: _____

No fees, commissions or other remuneration will be payable to any person for soliciting votes on the Plan.

If your address or contact information has changed, please note the new information here.

PLEASE COMPLETE, SIGN AND DATE THIS BALLOT AND RETURN IT PROMPTLY IN THE ENVELOPE PROVIDED TO THE ADDRESSEE SPECIFIED THEREON.



IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE THIS BALLOT ON OR BEFORE 5:00 P.M. PREVAILING CENTRAL TIME ON JANUARY 8, 2021, THEN YOUR VOTE TRANSMITTED BY THIS BALLOT WILL NOT BE COUNTED TOWARD CONFIRMATION OF THE PLAN.
THE VOTING DEADLINE, AMONG OTHER DATES, IS SUBJECT TO EXTENSION AS SET FORTH IN THE PLAN.



Class 6 – General Unsecured Claims Against Parent

INSTRUCTIONS FOR COMPLETING THIS 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 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 Ballot.
2. To ensure that your vote is counted, you must complete the Ballot and take the following steps: (a) make sure that the information required by Item 1 above has been inserted (if you do not know the amount of your claim, please contact the Voting and Claims Agent); (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 above; (c) provide the information required by Item 3 above and (d) sign, date and return an original of your Class 6 Ballot in accordance with paragraph 3 directly below.
3. **Return of Class 6 Ballots:** Your Ballot **MUST** be returned 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. To ensure your vote is counted toward confirmation of the Plan, you must return your completed Ballot directly to the Voting and Claims Agent so that it is **actually received** by the Voting and Claims Agent on or before the Voting Deadline. To submit your Ballot via the Voting and Claims Agent’s online portal, please visit www.kccllc.net/superior. Click on the “E-Ballot” section of the website and follow the instructions to submit your Ballot, using your Unique E-Ballot Form ID# and PIN# set forth above.
4. If a 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 Ballot. Additionally, the following Ballots will **NOT** be counted:
 - any Ballot that is illegible or contains insufficient information to permit the identification of the claimant;
 - any 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 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 Ballot 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 Ballot; or
 - any Ballot not cast in accordance with the procedures described herein and the Disclosure Statement.
5. The method of delivery of Ballots to the Voting and Claims Agent is at the election and risk of each Holder. 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 originally executed Class 6 Ballot. Unless otherwise instructed by your Nominee, instead of effecting delivery by first-class mail, it is recommended, though not required, that Holders use an overnight or hand delivery service. In all cases, Holders of General Unsecured Claims Against Parent should allow sufficient time to assure timely delivery.



6. If multiple Class 6 Ballots are received from the same Holder, with respect to the same Class 6 Claim prior to the Voting Deadline, the last Class 6 Ballot timely received will supersede and revoke any earlier received Class 6 Ballots.
7. You must vote all of your General Unsecured Claims Against Parent within Class 6 either to accept or reject the Plan and may not split your vote. Further, if a Holder has multiple Claims within Class 6, the Debtors may, in their discretion, aggregate the Claims of any particular Holder with multiple Claims within Class 6 for the purpose of counting votes.
8. The 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 and (ii) opt-out of the Third Party Release. 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 Ballot.
9. This 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.
10. Please be sure to sign and date your Ballot. If you are signing a 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 Ballot.
11. 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 Ballot and/or Ballot that you received.

PLEASE RETURN YOUR BALLOT PROMPTLY!

**IF YOU HAVE ANY QUESTIONS REGARDING THIS CLASS 6
BALLOT, THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING,
PLEASE CALL THE VOTING AND CLAIMS AGENT AT: (888) 802-7207 (U.S./Canada) or (781) 575-2107
(international).**

**IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE THIS BALLOT
FROM YOU 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 Interests; 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 Interests; 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.

