



ENTERED
01/08/2021

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

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In re: : Chapter 11
: :
SUPERIOR ENERGY SERVICES, INC., *et al.*,¹ : Case No. 20-35812 (DRJ)
: :
Debtors. : (Jointly Administered)
: :
: :
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**ORDER AUTHORIZING THE DEBTORS TO (I) REJECT
CERTAIN UNEXPIRED LEASES EFFECTIVE AS OF THE
DATES SPECIFIED IN THE MOTION AND (II) ABANDON CERTAIN
REMAINING PERSONAL PROPERTY IN CONNECTION THEREWITH**

[Relates to Motion at Docket No. 37]

Upon the motion (the "**Motion**")² of the Debtors for an Order authorizing the Debtors to (i) reject certain unexpired leases, each as set forth on Exhibit 1 to the Motion, effective as of the Petition Date, and each as set forth on Exhibit 2 to the Motion (collectively with the leases on Exhibit 1, the "**Rejected Leases**"), effective as of the date the Debtors remove their property, equipment, or other assets from such Leased Premises but, for the avoidance of doubt, no later than the Effective Date (as defined in the Plan), and (ii) abandon any remaining personal property in connection therewith, all as more fully described in the Motion; and the Court having reviewed the Motion and the First Day Declaration; and the Court having jurisdiction to consider the Motion

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.

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



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and the relief requested therein in accordance with 28 U.S.C. § 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and all objections, if any, to entry of this Order having been withdrawn, resolved, or overruled; and upon the record herein; and after due deliberation thereon; the Court having determined that there is good and sufficient cause for the relief granted in the Order, it is hereby

ORDERED THAT:

1. The Debtors are authorized to reject the Rejected Leases identified on Exhibit 1 attached to the Motion, including, to the extent applicable, any agreements, amendments, and modifications related thereto, effective as of the Petition Date.
2. The Debtors are authorized to reject the Rejected Leases identified on Exhibit 2 attached to the Motion, including, to the extent applicable, any agreements, amendments, and modifications related thereto, effective as of the date the Debtors remove their property, equipment, or other assets from those Leased Premises but, for the avoidance of doubt, no later than the Effective Date (as defined in the Plan).
3. Consistent with the limitations of section 362 of the Bankruptcy Code, and any other applicable law, the Counterparties are prohibited from setting off or otherwise utilizing any amounts deposited by the Debtors with any of the Counterparties as a security deposit or pursuant to another similar arrangement, or owed to the Debtors by any of the Counterparties under the Rejected Leases or other agreements between the same parties, without further order of this Court.

4. The Debtors are authorized to abandon the Abandoned Property, and the Counterparties may dispose of the Abandoned Property on and after the Petition Date in their discretion without further notice to or approval from the Debtors or any third party. The automatic stay, to the extent applicable, is modified solely to allow for such utilization or disposition by the Counterparties. The rights of the Counterparties to assert claims for the disposition of the Abandoned Property are reserved as are any party in interest's rights to object to such claims. For the avoidance of doubt, any property, equipment, or other assets stored at or in the Leased Premises on Exhibit 2 shall not constitute Abandoned Property until the effective date of such rejection.

5. Third parties, including but not limited to third parties party to the Rejected Leases, shall not impede or interfere in any manner with the removal by the Counterparties of their equipment or other property based on any claims, financial or otherwise, against the Debtors whether arising prepetition or postpetition.

6. Nothing in this Order shall prejudice the rights of the Counterparties with respect to any claim for damages arising from the rejection of the Rejected Leases and with respect to any objection by the Debtors thereto.

7. Within thirty (30) days after the Petition Date for all Rejected Leases on Exhibit 1, and within thirty (30) days after the Debtors provide the applicable Counterparty with notice of occurrence of the date of rejection for the Rejected Leases on Exhibit 2, the applicable Counterparty shall be permitted to file a rejection damages claim and/or an abandonment damages claim, if any, relating to the rejection of the Rejected Leases, as applicable, and/or the abandonment of any Abandoned Property, with Kurtzman Carson Consultants LLC, the Debtors' claims agent, at the following address: Superior Energy Claims Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245.

8. Nothing herein shall prejudice the rights of the Debtors to argue (and the Counterparties to raise objection thereto) that any of the Rejected Leases were terminated prior to the Petition Date or that any claim for damages arising from the rejection of the Rejected Leases is limited to the remedies available under any applicable termination provision of such contract or lease, as applicable, or that any such claim is an obligation of a third party and not that of the Debtors or their estates.

9. Nothing in the Motion or this Order, or the Debtors' payment of any claims pursuant to this Order, shall be construed as: (a) an admission as to the validity of any claim against any Debtor or the existence of any lien against the Debtors' properties; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any claim or lien on any grounds; (c) a promise to pay any claim; (d) an implication or admission that any particular claim would constitute an allowed claim; (e) an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code (other than the Rejected Leases); (f) a limitation on the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract with any party subject to this Order; or (g) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law. Nothing contained in this Order shall be deemed to increase, decrease, reclassify, elevate to an administrative expense status, or otherwise affect any claim to the extent it is not paid.

10. Notwithstanding anything to the contrary contained herein, (a) any payment made or authorization contained hereunder shall be subject to the requirements imposed on the Debtors under any orders approving a postpetition financing facility or any order regarding the use of cash collateral approved by this Court in these Chapter 11 Cases (collectively, the "**DIP Order**"), and (ii) to the extent there is any inconsistency between the terms of the DIP Order and any action

taken or proposed to be taken hereunder, the terms of the DIP Order shall control. For the avoidance of doubt, the Debtors are not authorized to make any payments pursuant to this Order except as permitted by the Budget (as defined in the DIP Order).

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

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

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

Signed: January 08, 2021.



DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE